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**Supreme Court of the United States**

OCTOBER TERM, 1955

No. 616 76

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THE LEITER MINERALS, INC., PETITIONER,

vs.

UNITED STATES OF AMERICA, ET AL.

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ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF  
APPEALS FOR THE FIFTH CIRCUIT

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PETITION FOR CERTIORARI FILED JANUARY 9, 1956

CERTIORARI GRANTED FEBRUARY 27, 1956

# SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1955

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[fol. 1]

**IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE EASTERN DISTRICT OF LOUISIANA,  
NEW ORLEANS DIVISION**

No. 4379 Civil Action

UNITED STATES OF AMERICA,

versus

THE LEITER MINERALS, INC., ET ALS.

COMPLAINT—Filed March 17, 1954

[fol. 2] The United States of America, by George Blue, United States Attorney for the Eastern District of Louisiana, acting under the authority of the Attorney General, complains of The Leiter Minerals, Inc., defendant, and alleges as follows:

I

The defendant, The Leiter Minerals, Inc., is a corporation organized and existing under the laws of the State of Louisiana. Jurisdiction is predicated upon Section 1345 of Title 28 of the United States Code (28 U. S. C. A. § 1345).

II

On December 21, 1938, the United States of America purchased and acquired from Thomas Leiter, by warranty deed recorded on December 28, 1938, in C. O. B. 92, folio 468 of the records of Plaquemines Parish, Louisiana, the following described property situated in Plaquemines Parish, Louisiana:

Part of the fractional Southeast Quarter (frl. SE $\frac{1}{4}$ ) of fractional Section Ten (10); part of the Southeast Quarter of the fractional Northeast Quarter (SE $\frac{1}{4}$  Frl. NE $\frac{1}{4}$ ) and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Eleven (11); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Sec-

tion Twelve (12); all of fractional Section Thirteen (13) lying Northwest of Main Pass; all of Section Fourteen (14); part of the North one-half ( $N\frac{1}{2}$ ) and all of the South one-half ( $S\frac{1}{2}$ ) of Section Fifteen (15); part of the Southeast Quarter of the Northeast Quarter ( $SE\frac{1}{4} NE\frac{1}{4}$ ), part of the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4} NW\frac{1}{4}$ ), and part of the South one-half ( $S\frac{1}{2}$ ) of fractional Section Sixteen (16); part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the fractional Northeast Quarter ( $NE\frac{1}{4}$ ), and part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of fractional Section Seventeen (17); part of the North one-half ( $N\frac{1}{2}$ ), and [fol. 3] all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Nineteen (19), lying Northeast of the 40 arpent Line; part of the North one-half ( $N\frac{1}{2}$ ), and all of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty (20); all of Section Twenty-one (21); all of section Twenty two (22) all of the North one-half ( $N\frac{1}{2}$ ), and all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Twenty-three (23), lying Northwest of Main Pass; all of fractional Section Twenty-four (24) lying Northwest of Main Pass; all of fractional Section Twenty-six (26), lying Northwest of Main Pass; all of Section Twenty-seven (27); all of Section Twenty-eight (28); the fractional Northeast Quarter ( $NE\frac{1}{4}$ ) of fractional Section Thirty (30), lying Northeast of the 40 arpent Line; the fractional West one-half of the Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4}$ ) and the fractional Northwest Quarter ( $NW\frac{1}{4}$ ) of fractional Section Thirty-two (32), lying Northeast of the 40-Arpent Line; the East one-half ( $E\frac{1}{2}$ ), the East one-half of the West one-half ( $E\frac{1}{4} W\frac{1}{4}$ ), and the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4} SW\frac{1}{4}$ ), of Section Thirty-three (33); the West one-half ( $W\frac{1}{2}$ ), and the fractional East one-half ( $E\frac{1}{2}$ ) of fractional Section Thirty-four (34) lying Northwest of Main Pass: all of the above described lands being in Township Twenty (20) South, Range Nineteen (19) East, of the St. Helena Meridian.

Part of fractional Section Seven (7), lying Northwest of Main Pass, and all of the fractional North one-half ( $N\frac{1}{2}$ ) of fractional Section Eighteen (18)



lying Northwest of Main Pass, all in Township Twenty (20) South, Range Twenty (20) East, of the St. Helena Meridian.

All of Fractional Section Three (3) lying Northwest of Main Pass; all of fractional Section Four (4) lying Northeast of the 40-Arpent Line; and fractional Section Nine (9) lying Northeast of the 40-Arpent Line and Northwest of Main Pass: all in Township Twenty-one (21) South Range Nineteen (19) East, of the St. Helena Meridian.

All of the above described lands being bounded on the Southwest in part by the 40-Arpent Line, or the Northeast boundary of the Radial Sections, bounded [fol. 4] on the southeast in part by the northwest or left bank of Main Pass, and bounded on the north by the south boundary of lands now or formerly owned by the Grand Prairie Levee District and being more particularly described as follows:

Beginning at the Northwest corner of fractional Section 19, T 20 S. R 19 E, thence S  $0^{\circ} 01' E$  44.15 chs. to a point on the 40-Arpent Line, thence S  $42^{\circ} 47' E$  5.94 chs., thence S  $41^{\circ} 23' E$  13.95 chs., thence S  $40^{\circ} 14' E$  13.95 chs., thence S  $37^{\circ} 27' E$  13.11 chs. to the intersection of the division line between fractional Sections 19 and 30, T 20 S, R 19 E, with the 40-Arpent Line, thence East 9.76 chs. to the quarter corner between fractional Sections 19 and 30, T 20 S, R 19 E, thence South 12.19 chs. to the 40-Arpent Line, thence S  $40^{\circ} 23' E$  13.12 chs. thence S  $42^{\circ} 58' E$  5.48 chs., thence S  $42^{\circ} 58' E$  8.47 chs., thence S  $44^{\circ} 23' E$  10.68 chs. to the intersection of the center line of Section 30 T 20 S. R 19 E with the 40-Arpent Line, thence East 14.48 chains along the center line of said Section 30 to the Southeast corner of the NE  $\frac{1}{4}$  of said Section 30, T 20 S, R 19 E, thence North 40 chs. to the Southeast corner of fractional Section 19, T 20 S, R 19 E, thence North 40 chs. to Northeast corner of the SE  $\frac{1}{4}$  of said fractional Section 19 T 20 S, R 19 E, thence East 40 chs. to the center of Section 20, T 20 S, R 19 E, thence South 40 chs. to the Quarter corner between Section 20 and fractional Section 29, T 20 S, R 19 E, thence East 40 chs. to the Northeast corner of Frac-

tional Section 29, T. 20 S, R. 19 E, thence South 80  
 chs. along the division line between Section 28 and  
 fractional Section 29, T 20 S, R 19 E, to the southeast  
 corner of fractional Section 29, T 20 S, R 19 E, thence  
 East 20 chs. along the division line between Sections  
 28 and 33, T 20 S, R 19 E, thence South 60 chs. to the  
 Northeast corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 33,  
 T 20 S, R 19 E, thence West 20 chs. to the NW corner  
 of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 33, T 20 S, R 19 E,  
 thence S 0° 01' W 20 chs. to the Southwest corner of  
 said Section 33, T 20 S, R 19 E, thence South 6.24 chs.  
 to a point on the 40-arpent Line, thence S 32° 00' E  
 11.18 chs., thence S 32° 00' E 14.00 chs., thence S 32°  
 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., thence  
 [fol. 5] S 32° 00' E 14.00 chs., thence S 28° 00' E 13.97  
 chs., thence S 25° 00' E 4.93 chs., thence S 25° 00' E  
 9.07 chs., thence S 25° 00' E 14.00 chs., thence S 25° 26'  
 E 14.00 chs., thence S 27° 00' E 14.00 chs., thence S 27°  
 00' E 10.99 chs., to the intersection of the 40-Arpent  
 Line with the left bank of Main Pass, thence down the  
 left bank of Main Pass with its meanders thereof 22.7-  
 chs. to the point of intersection of the division line be-  
 tween fractional Sections 9 and 10, T 21 S, R 19 E lying  
 Northwest of Main pass with the left bank of Main  
 Pass, thence North 34.68 chs. to the Southeast corner of  
 fractional Section 4, T 21 S, R 19 E, thence East 14.98  
 chs. along the division line between fractional Sections  
 3 and 10, T 21 S, R 19 E, lying Northwest of Main  
 Pass, to the left bank of Main Pass, thence down the  
 left bank of Main Pass with its meanders thereof 157.71  
 chs. to the intersection of the division line between  
 fractional Sections 34 and 35, T 20 S, R 19 E, lying  
 Northwest of Main Pass, with the left bank of Main  
 Pass, thence North 16.37 chs. to the Southeast corner  
 of Section 27, T 20 S, R 19 E, thence East along the  
 division line between fractional Sections 26 and 35,  
 T 20 S, R 19 E, lying Northwest of Main Pass, 14.41  
 chs. to the left bank of Main Pass, thence down the  
 left bank of Main Pass with its meanders thereof 241.07  
 chs. to the intersection of the division line between  
 fractional section 13 T 20 S, R 19 E and fractional  
 Section 18, T 20 S, R 20 E, lying Northwest of Main

Pass, with the left bank of main Pass, thence north 11.93 chs. along said division line to the Southeast corner of the NE $\frac{1}{4}$  of said fractional Section 13, T 20 S, R 19 E, thence East 14.49 chs. along the center line of fractional Section 18 T 20 S, R 20 E to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 106.38 chs. to an inch and a quarter (1 $\frac{1}{2}$ " ) iron pipe embedded in a terra cotta pipe, and supported by a concrete base marked "2" and a U.S.B.S. standard concrete post marked "22, R 20 E, T 20 S., S. 7, SMC 1936" and situate on the left bank of Main Pass in the eastern boundary of fractional Section 7, T 20 S, R 19 E, Northwest of Main Pass, from which iron pipe U.S.C. & G.S. triangulation station "Main" bears S 23° 22' W 25.73 chs. distant, and also from said iron pipe, the intersection of the line between fractional Sections 7 and 18, T 20 S, R 20 E bears South 19° 17' W 57.84 chs. [fol. 6] distant; thence from said iron pipe and passing within said fractional Section 7, T 20 S, R 20 E, N 13° 53' W 10.63 chs., thence N 45° .08' W 10.91 chs., thence N 72° 09' W 12.21 chs., thence S 56° 14' W 6.85 chs., thence S 33° 01' W 6.90 chs., thence N 77° 45' W 15.99 chs., thence S 74° 36' W 5.83 chs., thence S 74° 31' W 8.06 chs. to a point on the division line between fractional Section 7, T 20 S, R 20 E and Section 12 T 20 S, R 19 E, thence passing within Section 12, T 20 S, R 19 E, S 74° 31' W 3.73 chs., thence S 34° 38' W 10.73 chs., thence S 71° 28' W 3.62 chs., thence N 65° 17' W 26.26 chs., thence S 78° 36' W 11.04 chs., thence S 78° 18' W 2.03 chs., thence N 42° 49' W 5.20 chs., thence S 75° 49' W 26.12 chs., thence S 39° 55' W 2.16 chs., to a point on the division line between fractional Section 11 and Section 12, T 20 S, R 19 E, thence passing within said fractional Section 11, T 20 S, R 19 E S 39° 55' W 15.39 chs., thence S 10° 43' W 13.98 chs., thence N 88° 59' W 14.01 chs., thence S 44° 28' W 24.58 chs., thence S 86° 36' W 22.94 chs., thence N 83° 28' W 8.50 chs., thence S 59° 27' W 5.79 chs., to a point on the division line between fractional Sections 10 and 11, T 20 S, R 19 E, thence passing within said fractional Section 10, T 20 S, R 19 E S 59° 27' W 13.82 chs., thence S 67° 01' W

14.56 chs.; thence S 67° 02' W 2.06 chs. to a point on the division line between fractional Section 10 and Section 15 T 20 S, R 19 E, thence passing within said Section 15, T 20 S, R 19 E S 67° 02' W 0.16 chs., thence S 66° 55' W 8.76 chs., thence S 40° 03' W 28.64 chs., thence S 75° 16' W 23.94 chs., thence S 20° 27' W 7.30 chs., to a point on the division line between Section 15 and fractional Section 16, T 20 S, R 19 E, thence passing within fractional Section 16, T 20 S, R 19 E S 20° 27' W 2.70 chs., thence S 20° 52' W 6.81 chs., thence S 41° 43' W 21.86 chs., thence N 50° 29' W 22.39 chs., thence N 86° 26' W 13.74 chs., thence N 86° 18' W 14.98 chs., thence N 61° 06' W 19.05 chs. to a point on the division line between fractional Sections 16 and 17, T 20 S, R 19 E, thence passing through said fractional Section 17, T 20 S, R 19 E, N 61° 06' W 6.66 chs., thence S 58° 15' W 18.82 chs., thence S 18° 15' W 21.63 chs., thence S 17° 27' W 2.54 chs., thence S 18° 28' W 6.16 [fol. 7] chs., thence S 33° 01' W 7.49 chs. to a point on the division line between fractional section 17 and Section 20, T 20 S, R 19 E, thence passing within said Section 20 T 20 S, R 19 E, S 33° 01' W 2.07 chs., thence S 32° 59' W 28.40 chs., thence S 72° 28' W 24.82 chs., thence N 52° 58' W 5.47 chs., to a point on the division line between fractional Section 19 and Section 20, T 20 S, R 19 E, thence passing within said fractional Section 19, T 20 S, R 19 E N 52° 58' W 3.35 chs., thence N 52° 59' W 4.87 chs., thence N 52° 58' W 10.88 chs., thence N 52° 56' W 4.33 chs., thence N 71° 01' W 47.91 chs., to a point on the division line between Section 18 and fractional Section 19, T 20 S, R 19 E, thence N 89° 56' W 16.02 chs., to the point of beginning, being the northwest corner of fractional section 19, T 20 S, R 19 E.

Also, in addition to the lands described above, a tract of land described as follows:

Beginning at the Southeast corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of fractional Section 29, T 20 S, R 19 E, thence passing within fractional Section 32, T 20 S, R 19 E, south 39.99 chains, thence West 9.67 chains to a point on the 40-Arpent Line, thence N 33° 30' W 3.88 chs.,



thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 39° 39' W 3.06 chs. to the intersection of the division line between fractional Sections 29 and 32, T 20 S, R 19 E, with the 40-Arpent Line, thence along said division line S 89° 59' E 37.86 chs. to the point of beginning.

All of the above described lands contain in the aggregate 8,711 acres, more or less, all in accordance with map or survey of United States Department of Agriculture, Bureau of Biological Survey, dated November 27, 1937, attached hereto.

### III

The aforesaid deed of December 21, 1938 from Thomas Leiter to the United States of America, contained the following stipulations with respect to ownership of the minerals beneath the above described property:

[fol. 8] "The Vendor reserves from this sale the right to mine and remove, or to grant to others the right to mine and remove, all oil gas and other valuable minerals which may be deposited in or under said lands, and to remove any oil, gas or other valuable minerals from the premises; the right to enter upon said lands at any time for the purpose of mining and removing said oil, gas and minerals, said right, subject to the conditions hereinafter set forth, *to expire April 1, 1945*, it being understood, however, that the vendors will pay to the United States of America, 5% of the gross proceeds received by them as royalties or otherwise from all oil or minerals so removed from in or under the aforescribed lands, until such time as the vendors shall have paid to the United States of America the sum of \$25,000, being the purchase price paid by said United States of America for the aforescribed properties.

"Provided, that if at the termination of the ten (10) year period of reservation, it is found that such minerals, oil and gas are being operated and have been operated for an average of at least 50 days per year during the preceding three (3) year period to commercial advantage, then, and in that event, the

said right to mine shall be extended for a further period of five (5), but that the right so extended shall be limited to an acre of twenty-five acres of land around each well or mine producing, and each well or mine being drilled or developed at time of first extension, to-wit: *April 1, 1945.*

"Provided, that this said right to mine as previously stated shall be further extended from time to time for periods of five (5) years whenever operation during the preceding five (5) year period has been for an average of 50 days per year during this period, and

"Provided that at the termination of the ten (10) year period of reservation, if not extended, or at the termination of any extended period in case the operation has not been carried on for the number of days stated, the right to mine shall terminate, and complete fee in the land become vested in the United States.

[fol. 9] "The reservation of the oil and mineral rights herein made for the original period of ten (10) years and for any extended period or periods in accordance with the above provisions shall not be affected by any subsequent conveyance of all or any of the aforementioned properties by the United States of America, but said mineral rights shall, subject to the conditions above set forth, remain vested in the vendors." (Italics added)

#### IV

On March 14th, 1935, the United States of America and the executors and trustees of the Estate of Joseph Leiter had entered into an agreement of sale covering this property, and the deed of December 21st, 1938 was executed in pursuance of this prior agreement. Such agreement of sale dated March 14th, 1935 contained stipulations as to mineral ownership identical to those in the later deed of December 21, 1938, and quoted in the preceding paragraph hereof. Between March 14th, 1935 and December 21st, 1938, Thomas Leiter was placed in possession of the subject property as heir of Joseph Leiter, and on October 20th, 1938, he executed an instrument ratifying and adopting in all respects the original agreement of March 14th, 1935.

# X

No mineral operations of any kind, as referred to in, or contemplated by, the foregoing stipulations as to mineral ownership, have ever been conducted on said land by either the defendant, The Leiter Minerals, Inc., or by Thomas Leiter, or by any other person acting through or under them.

[fol. 10]

# VI

By virtue of the express contractual stipulations contained in the deed of December 21, 1938 from Thomas Leiter to the United States of America as aforesaid, title to the minerals beneath the entirety of the above described property became vested in the United States, on April 1, 1945.

# VII

The United States of America has executed the following oil, gas and mineral leases covering and affecting portions of said property:

(1) To Frank J. Lobrano, Serial No. B. L. M.—F. W.—013006 dated March 1, 1949, covering and affecting the following described property:

T. 20 S., R. 19 E. St. Helena Mer. Louisiana,

sec. 28, all;

sec. 32, that portion of fractional Section lying West of a line parallel to and 20 chains West of the East Section line;

sec. 33, all of section except  $W\frac{1}{2}$  of  $NW\frac{1}{4}$ ;

sec. 34, all of fractional section.

T. 21 S., R. 19 E.,

Sec. 3, that portion of Section lying West of Main Pass.

sec. 4, all of fractional Section.

sec. 9, all of fractional Section.

containing 2486.00 acres, more or less.

(2) To Allen L. Lobrano, Serial No. B. L. M.—F. W.—013045 dated March 1, 1949, covering and affecting the following described property:

- T. 20 S., R. 19 E., St. Helena Mer. Louisiana,  
 sec. 10, that portion of the SE $\frac{1}{4}$  lying South and East of the Leiter Estate Boundary.  
 sec. 11, all of Section lying South and East of the Leiter Estate Boundary.  
 [fol. 11] sec. 15, all of Section lying South and East of the Leiter Estate Boundary.  
 sec. 16, all of Section lying South and East of the Leiter Estate Boundary.  
 sec. 17, that portion of the SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  lying South and East of the Leiter Estate Boundary.  
 sec. 19, all of Section lying South of the Leiter Estate Boundary.  
 sec. 20, E $\frac{1}{2}$  of Sec.; that portion of the NW $\frac{1}{4}$  lying South and East of the Leiter Estate Boundary.  
 sec. 21, N $\frac{1}{2}$  of N $\frac{1}{2}$ .  
 sec. 30, all of fractional Section.

containing 2341.00 acres, more or less.

(3) To Allen L. Lobrano, Serial No. B. L. M.—F. W.—013046, dated March 1, 1949, covering and affecting the following described property:

- T. 20 S., R. 19 E., St. Helena Mer., Louisiana  
 sec. 21, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$   
 sec. 22, all  
 sec. 23, S $\frac{1}{2}$ N $\frac{1}{2}$ , frl. S $\frac{1}{2}$ ;  
 sec. 26, all;  
 sec. 27, all.

containing 2489.00 acres, more or less.

(4) To Allen L. Lobrano, Serial No. B. L. M.—F. W.—013047, dated March 1, 1949, covering and affecting the following described property:

- T. 20 S., R. 19 E., St. Helena Mer., Louisiana  
 sec. 12; all of Section lying South of the Leiter Estate Boundary.



sec. 13, all of fractional Section.

sec. 14, all.

sec. 23, N $\frac{1}{2}$  of N $\frac{1}{2}$ .

sec. 24, That portion of Section lying North and West of Main Pass.

T. 20 S., R. 20 E.,

sec. 7, That portion of Section lying South of the Leiter Estate Boundary and West of Main Pass.

sec. 18, That portion of Section lying North and West of Main Pass.

containing 2426.50 acres, more or less.

[fol. 12]

### VIII

Under the terms of operating agreements entered into between the aforesaid Allen L. Lobrano and Frank J. Lobrano, mineral lessees of the United States, and The California Company, a corporation organized and existing under the laws of the State of California, the operating rights under the above described mineral leases were granted unto said The California Company.

### IX

By authority of the above mentioned oil, gas and mineral leases from the United States of America and the aforementioned operating agreements, The California Company has drilled and completed eighty producing wells on the above described lands and has produced, and is now producing, oil and gas in large quantities. The United States has heretofore received royalty on such production in excess of \$3,500,000.00.

### X

Since the date of its acquisition the United States of America has maintained and administered the above described lands as a part of a wildlife refuge, and has been continuously in physical possession of said lands. The United States is also in physical possession of the minerals and mineral rights by virtue of its said possession of the surface as well as by virtue of the mineral operations conducted by its lessees under the authority of the United States mineral leases previously mentioned herein.

The defendant, The Leiter Minerals, Inc., is wrongfully claiming to be the owner of the minerals beneath the above described property, and has caused to be recorded in the Conveyance Records of Plaquemines Parish, Louisiana, the following purported instruments respecting said claim of ownership:

(1) Instrument executed by Humble Oil & Refining Company in favor of Thomas Leiter dated November 18, 1952, recorded in C. O. B. 165, folio 346, releasing, relinquishing and disclaiming mineral rights previously conveyed by Thomas Leiter to Humble Oil & Refining Company by instrument dated October 28, 1943, recorded in C. O. B. 112, folio 479. The said conveyance by Leiter to Humble Oil & Refining Company of October 28, 1943, purported to convey to Humble Oil & Refining Company all of Leiter's rights in the minerals as reserved by Thomas Leiter in his sale to the United States of America on December 21, 1938; and the said act of release, relinquishment and disclaimer by Humble Oil & Refining Company to Thomas Leiter dated November 18, 1952 purports to release, relinquish and disclaim whatever rights were so acquired by Humble Oil & Refining Company from Thomas Leiter.

(2) Instrument executed by Thomas Leiter, acting by and through S. W. Plauche, Jr., in favor of the defendant, The Leiter Minerals, Inc., dated November 24, 1952, recorded in C. O. B. 165, folio 351, by which Thomas Leiter purported to convey to The Leiter Minerals, Inc., by warranty deed, all of the minerals and mineral rights "on, [fol. 14] under, affecting, or that may be connected with," the above described property sold by Thomas Leiter to the United States of America under deed of December 21, 1938.

(3) Instrument executed by Thomas Leiter in favor of the defendant, The Leiter Minerals, Inc., dated December 26, 1952, recorded in C. O. B. 165, folio 358, by which Thomas Leiter purported to ratify and confirm the aforesaid transfer in his behalf by S. W. Plauche, Jr. and to confirm, assign, convey and deliver to the defendant all of the minerals and mineral rights reserved in the deed

from Thomas Leiter to the United States of America dated December 21, 1938.

## XII

The defendant, The Leiter Minerals, Inc., has heretofore, on August 13th, 1953, instituted in the 25th Judicial District Court for the Parish of Plaquemines in the State of Louisiana, a certain action against The California Company, a California corporation, and Allen L. Lobrano, a resident of Plaquemines Parish, Louisiana, which suit bears the No. 3282 of the records of said state court and is captioned "The Leiter Minerals, Inc. v. The California Company, et al.". Said suit avers in Article V of the Complaint thereof that The California Company and Allen L. Lobrano purport to hold mineral leases from the United States of America and that said The California Company and Allen L. Lobrano are and have been producing oil, gas and other hydrocarbons in large quantities. The prayer of said suit is that The Leiter Minerals, Inc. be [fol. 15] recognized as "the fee simple, true and lawful owner of all of the oil, gas and minerals, and oil, gas and mineral rights in, on and under the land" described in said petition, which said land is the identical land included under the deed from Thomas Leiter to the United States of America dated December 21, 1938; said state court complaint further prays that The Leiter Minerals, Inc. be recognized as "entitled to the full and undisturbed possession of its said real right, and immovable property, and ordering the defendants, and each of them, to deliver possession of said property to petitioner"; and said state court complaint further prays for an accounting by each of the defendants for all of the oil, gas and minerals which have been taken from the property and for judgment against said defendants for the amount or value of same.

## XIII

The defendant, The Leiter Minerals, Inc., has also caused to be filed and recorded in the conveyance records of Plaquemines Parish, Louisiana, a notice of lis pendens in respect to the state court suit described in the preceding article, said notice being dated August 8, 1953, and having

been filed for record on August 13, 1953, in C. O. B. 169, folio 727.

#### XIV

The United States of America is entitled to have its title in and to the mineral rights beneath the foregoing described property quieted as against any claims or pretensions to same by, or on behalf of the defendant, The Leiter Minerals, Inc.; and the United States of America [fol. 16] is further entitled to have the various instruments described in Article XI above, and the notice of lis pendens referred to in Article XIII above, decreed to be null and void and ordered cancelled from the records as clouds upon the title of said the United States of America.

#### XV

The United States of America, as owner of the legal title to the property, and being in possession thereof, does not have an adequate remedy at law.

#### XVI

The aforesaid State Court suit instituted by the defendant, The Leiter Minerals, Inc., in the 25th Judicial District Court for the Parish of Plaquemines, Louisiana, against The California Company and Allen L. Lobrano as holders of mineral leases from the United States of America, is an attempt by the defendant herein to have the title of the United States of America adjudicated upon directly in that proceeding and to wrest possession of the property away from the United States therein, all to the permanent and irreparable injury and detriment of the United States. The mere pendency of said suit constitutes a threat against, and an interference with, the substantive rights of the United States in the property.

#### XVII

The United States of America shows that it has been and is currently maintaining the lands acquired by it from [fol. 17] Thomas Leiter under the above mentioned deed of December 21, 1938, as an inviolate migratory bird sanctuary; that by the terms of the mineral leases which the



United States has granted affecting said property, which leases are more particularly detailed hereinabove, all of the mineral operations conducted pursuant to said mineral leases have been and are now subject to strict regulation and control so as to constitute a minimum of interference with the purposes and objects of the migratory game refuge.

### XVIII

Frank J. Lobrano died on September 9, 1951, and his entire estate is now owned one-half by his widow in community, Mrs. Ethel M. Fontenelle, and one-fourth by each of his minor children, Robert Leo Lobrano and Karen Katherine Lobrano. Mrs. Ethel M. Fontenelle Lobrano is the duly qualified and confirmed natural tutrix, or guardian, of said minor children.

### XIX

The following persons are interested on the side of plaintiff and will be affected by the decree to be entered herein:

- (1) The California Company, a California corporation;
- (2) Allen L. Lobrano, a resident of Plaquemines Parish, Louisiana;
- (3) Mrs. Ethel M. Fontenelle Lobrano, a resident of Plaquemines Parish, Louisiana;
- (4) Robert Leo Lobrano, a minor, and a resident of Plaquemines Parish, Louisiana, whose natural tutrix is the aforesaid Mrs. Ethel M. Fontenelle Lobrano;
- [fol. 18] (5) Karen Katherine Lobrano, a minor, and a resident of Plaquemines Parish, Louisiana, whose natural tutrix is the aforesaid Mrs. Ethel M. Fontenelle Lobrano.

Accordingly said persons are named as additional parties defendant in this action.

WHEREFORE, plaintiff, the United States of America, prays that it may have judgment against the defendant, The Leiter Minerals, Inc., as follows:

- (a) Quieting the title of the United States, in and to the minerals and mineral rights beneath the foregoing described land as against any claims or pretensions thereto on the part of the defendant, The Leiter Minerals, Inc.;

(b) Decreeing that the United States has title to said minerals and mineral rights; and that the defendant, The Leiter Minerals, Inc., does not have title to said minerals and mineral rights;

(c) Ordering the cancellation and removal, as clouds upon the title of the United States, of the various instruments more particularly described in Articles XI and XIII of this complaint;

(d) Permanently enjoining the defendant, The Leiter Minerals, Inc., its officers, agents, servants, employees and attorneys, and all persons in active concert or participation with them, from asserting or claiming any right, title, interest, claim or demand in and to the aforesaid minerals and mineral rights;

(e) Permanently enjoining the defendant, The Leiter Minerals, Inc., its officers, agents, servants, employees and [fol. 19] attorneys, and all persons in active concert or participation with them, from prosecuting or attempting to prosecute that certain action heretofore filed by The Leiter Minerals, Inc. in the 25th Judicial District Court for the Parish of Plaquemines, State of Louisiana, entitled "The Leiter Minerals, Inc. v. The California Company, et al.", No. 3282 of the records of said Court.

Plaintiff further prays that pending the final determination of this cause a preliminary injunction issue against the defendant, The Leiter Minerals, Inc., enjoining and restraining said defendant, The Leiter Minerals, Inc., its officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, from prosecuting or attempting to prosecute the aforesaid action filed by said The Leiter Minerals, Inc. in the 25th Judicial District Court for the Parish of Plaquemines, State of Louisiana, entitled "The Leiter Minerals, Inc. v. The California Company, et al.", No. 3282 of the records of said Court.

Plaintiff further prays for such other and additional relief as may be just and proper.

(S.) G. R. Blue, United States Attorney, Eastern District of Louisiana; (S.) M. Hepburn Many, Assistant United States Attorney, Eastern District of Louisiana.

[fol. 20] IN UNITED STATES DISTRICT COURT

MOTION OF UNITED STATES FOR PRELIMINARY INJUNCTION—  
Filed March 17, 1954

The United States of America, by George Blue, United States Attorney for the Eastern District of Louisiana, acting under the authority of the Attorney General, moves the Court to grant a preliminary injunction herein against the defendant, The Leiter Minerals, Inc., its officers, agents, servants, employees and attorneys, and all persons in active concert or participation with them, from prosecuting or attempting to prosecute, pending the final determination of this action and until the further order of this Court, that certain action filed by said The Leiter Minerals, Inc. in the 25th Judicial District Court for the Parish of Plaquemines, State of Louisiana, entitled "The Leiter Minerals, Inc. v. The California Company, et al.", No. 3282 of the records of said State Court.

New Orleans, Louisiana, March 17th, 1954.

(S.) G. R. Blue, United States Attorney.

AFFIDAVIT OF GEORGE BLUE ANNEXED TO MOTION

STATE OF LOUISIANA,  
Parish of Orleans:

Before me, the undersigned authority, a Notary Public in and for the State and Parish aforesaid, personally came and appeared: George Blue, who being first duly sworn, [fol. 21] declared that he is the duly qualified United States Attorney for the Eastern District of Louisiana; that the foregoing complaint on behalf of the United States of America was prepared under his supervision after diligent and careful investigation, and he verily believes all of the allegations to be true; that the United States of America claims to be the owner of the minerals and mineral rights

beneath the land described in the complaint; by virtue of its acquisition of December 21, 1938, therein referred to; that the United States of America is in possession of said minerals and mineral rights under the circumstances alleged in the complaint; that the defendant, The Leiter Minerals, Inc., has filed a suit in the 25th Judicial District Court for the Parish of Plaquemines against the mineral lessees of the United States seeking to have itself decreed to be the owner of said minerals and to take the possession away from the United States therein; that a certified copy of the complaint in said State Court suit is on file in the records of the United States District Court for the Eastern District of Louisiana, under Civil Action No. 4090; that the United States will suffer irreparable injury if any judgment is rendered in said State Court suit as requested by The Leiter Minerals, Inc.; that accordingly a preliminary injunction should be issued herein restraining and prohibiting the further prosecution, or attempted prosecution, of said State Court action.

(S.) George Blue.

Sworn to and subscribed before me this 17th day of March-1954. (S.) M. Hepburn Many, Notary Public.

[fol. 22] • IN UNITED STATES DISTRICT COURT

MOTION OF UNITED STATES FOR TEMPORARY RESTRAINING  
ORDER—Filed April 3, 1954

Plaintiff, the United States of America, moves the Court, upon the complaint herein and the affidavits of George Blue, United States Attorney, dated March 17, 1954 and April 2, 1954, for a temporary restraining order against The Leiter Minerals, Inc. its officers, agents, servants, employees, attorneys and all persons in active concert or participation with them, from prosecuting or attempting to prosecute, pending the hearing to be had on plaintiff's application for a preliminary injunction, that certain action filed by said The Leiter Minerals, Inc. in the Twenty-Fifth



Judicial District Court for the Parish of Plaquemines, State of Louisiana, entitled "The Leiter Minerals, Inc. v. The California Company, et al.", No. 3282 of the records of said Twenty-Fifth Judicial District Court for the Parish of Plaquemines.

Plaintiff, the United States of America, further moves that said temporary restraining order be issued forthwith and without notice, on the ground that this court, the United States District Court, has exclusive jurisdiction over the controversy; that since the filing of the complaint herein, the Twenty-Fifth Judicial District Court for the Parish of Plaquemines has overruled all of the exceptions filed by the defendants in that proceeding; that the interest of the United States of America will be seriously prejudiced and immediate and irreparable injury will result if any further action be taken by the plaintiff in said proceeding pending a hearing on the application of the United [fol. 23] States for a preliminary injunction.

New Orleans, Louisiana, April 2, 1954.

(S.) M. Hepburn Many, Asst. United States Attorney.

#### AFFIDAVIT OF GEORGE BLUE ANNEXED TO MOTION

STATE OF LOUISIANA,  
Parish of Orleans:

Before me, the undersigned authority, personally came and appeared: George Blue, who being duly sworn, declared that he is United States Attorney for the Eastern District of Louisiana, and that he executes this affidavit in connection with the application of the United States of America for a preliminary injunction against The Leiter Minerals, Inc., defendant herein;

That on the date of filing the complaint of the United States of America herein, March 17th, 1954, the action instituted by The Leiter Minerals, Inc. in the Twenty-fifth Judicial District Court for the Parish of Plaquemines, more particularly referred to in Article XII of the complaint, was pending on exceptions filed by The California

Company and Allen L. Lobrano, who hold under mineral leases from the United States; that a true and correct copy of such exceptions is annexed hereto and made part hereof:

That on the said date the United States of America filed its complaint herein, March 17th, 1954, affiant dispatched a letter to the Judge of the Twenty-fifth Judicial District [fol. 24] Court for the Parish of Plaquemines, Louisiana, as follows:

"Permit me to inform Your Honor that suit was filed today by the United States in Federal District Court against The Leiter Minerals, Inc., The California Company, Allen L. Lobrano, and the successors of Frank J. Lobrano, seeking to have quieted the title of the United States to the minerals in dispute, and to enjoin The Leiter Minerals, Inc. from further prosecution of the captioned litigation in the 25th Judicial District Court for the Parish of Plaquemines.

"The United States Government is greatly disturbed by the adverse claims that have been made. Because of their pendency in Your Honor's Court it was felt that this would be of interest to you. Additional copies of the pleadings are being prepared and a copy will be furnished you at an early date."

That the said Judge of the Twenty-fifth Judicial District Court for the Parish of Plaquemines, on March 23rd, 1954, overruled the exceptions filed by The California Company and Allen L. Lobrano in said action, a true and correct copy of the ruling of the Twenty-fifth Judicial District Court being annexed hereto and made part hereof.

(S.) George Blue.

Sworn to and subscribed before me this 31st day of March, 1954. (S.) M. Hepburn Many, Notary Public.

EXCEPTIONS IN 3282 FROM 25TH JUDICIAL DISTRICT COURT,  
PARISH OF PLAQUEMINES, ANNEXED TO FOREGOING AFFIDAVIT  
25TH JUDICIAL DISTRICT COURT, PARISH OF PLAQUEMINES,  
STATE OF LOUISIANA

Filed December 23, 1953

No. 3282

THE LEITER MINERALS, INC.

v.

THE CALIFORNIA COMPANY, ET AL.

[fol. 25]

Exceptions

Defendants, The California Company and Allen L. Lo-brano, hereby except to plaintiff's petition on the following grounds:

(1) That defendants are occupying the subject lands solely under the authority of mineral leases executed by the United States of America as lessor, and defendants are entitled to have, and desire to have, their said lessor made a party hereto, and to be themselves discharged herefrom, all in accordance with the provisions of Article 43 of the Code of Practice; but said the United States of America is a sovereign, which has not consented to be sued herein.

(2) Alternatively, and with full reservation of all rights under the preceding exception, that the complaint seeks an adjudication of title adversely to the United States affecting lands held and owned by the United States, and admittedly in the possession of the United States through the defendants as its mineral lessees; as such, it is a suit against the United States, which has not consented to be sued herein.

(3) Alternatively, and with full reservation of all rights under the preceding exceptions, that the United States is a necessary and indispensable party for the following reasons:

(a) Defendants are alleged by the complaint to be in possession as mineral lessees of the United States and the

plaintiff is attempting to obtain against them an adjudication on the title of the United States, without its presence in Court; and no decree respecting such title could be [fols. 26-32] rendered against defendants alone without also vitally and immediately affecting the rights, interest and property of the United States;

(b) Under Louisiana law, where an issue is presented respecting the expiration or non-expiration of a mineral servitude, the conflicting claimants are indispensable parties to such determination, and the United States is here shown by the complaint to be such a claimant;

(c) The complaint shows upon its face that plaintiff's cause of action depends upon the construction, validity and effect of the contract entered into between its predecessor, Thomas Leiter; and the United States, under which Thomas Leiter reserved the mine-als for a limited time; and that the United States now vclaims ownership of the land and minerals under said contract. Accordingly, no decree can be entered herein construing or affecting the said contract without both parties to same being present before the Court.

(4) Alternatively, and with full reservation of all rights under the foregoing exceptions, that plaintiff's petition states no right or cause of action against either or both of said defendants.

WHEREFORE, defendants pray that these exceptions be maintained and that plaintiff's suit be dismissed at its cost; and for all general and equitable relief.

(S.) Milling, Saal, Saunders, Benson & Woodward.

(S.) L. K. Benson, (S.) C. D. Marshall, Attorneys  
for Defendants.

[fol. 33] IN UNITED STATES DISTRICT COURT

TEMPORARY RESTRAINING ORDER—Filed April 3, 1954

The Court considering the motion of plaintiff, the United States of America, for a temporary restraining order and it appearing therefrom that there is danger of immediate



and irreparable injury to the interest of the United States before notice of the motion for a temporary restraining order can be served, for the reason that this court may have exclusive jurisdiction of the controversy in the State Court proceeding hereinafter designated; and the exceptions of the defendants in that case having been overruled by the State Court:

It is ordered that defendant, The Leiter Minerals, Inc., its officers, agents, servants, employees and attorneys and all persons in active concert or participation with them be and they are hereby restrained from prosecuting or attempting to prosecute that certain action filed by said The Leiter Minerals, Inc. in the Twenty-fifth Judicial District Court for the Parish of Plaquemines, State of Louisiana, entitled "The Leither Minerals, Inc. v. The California Company, et al.", No. 3282 of the records of said court;

It is further ordered that this temporary restraining order shall expire within ten (10) days after entry unless within said time it is extended or modified by the court.

This order issued at 5:10 o'clock P. M. on this 2nd day of April, 1954.

(S.) J. Skelly Wright, United States District Judge.

[fol. 34] IN UNITED STATES DISTRICT COURT

MOTION OF DEFENDANT TO CONTINUE HEARING ON MOTION  
FOR PRELIMINARY INJUNCTION AND ORDER THAT TEMPORARY  
RESTRAINING ORDER REMAIN IN FULL FORCE AND EFFECT—  
Filed April 6, 1954

On motion of the defendant, The Leiter Minerals, Inc. (denominated "mover" herein), and on suggesting to the Court that mover is filing, contemporaneously herewith (a) a motion to dissolve the temporary restraining order issued herein; (b) a plea in abatement; and (c) a motion to stay this suit, all of which present legal questions directly pertinent to, and involved in, plaintiff's motion for a preliminary injunction; and on further suggesting to the Court that it would be more convenient and expeditious to the parties and to the Court to present the legal questions

involved in plaintiff's motion for preliminary injunction and defendant's motions and plea all at one and the same time; and on further suggesting that it would not be convenient, or possible, for mover's counsel to serve mover's motions and plea in order to have them noticed for hearing on April 7th, 1954, at which time plaintiff's motion for a preliminary injunction has been reset; and on suggesting that since the Judge to whom this matter has been allotted, namely, Honorable J. Skelly Wright, will be engaged continuously in Court sessions in Baton Rouge for a period of three weeks commencing April 12th, 1954, which would prevent the Court from considering the legal questions presented by the respective motions in the event the Court should take said motions under advisement, which it is likely the Court would do; and on further suggesting to the Court that mover agrees, without prejudice to any of its rights, that the temporary restraining order heretofore [fol. 35] issued herein will remain in full force and effect, without the necessity of securing a renewal or an extension thereof, until such time as the Court has determined the plaintiff's right to a preliminary injunction and/or the questions raised by defendant's motions and plea; and on further suggesting that the earliest open date upon which the plaintiff's motion and the defendant's motions and plea can be presented to the Court following April 7th, 1954, is May 12th, 1954:

It is ordered that the plaintiff's motion for a preliminary injunction be continued, and said motion refixed for hearing on May 12th, 1954, with the same effect as if originally set for said last mentioned date; and that defendant's motions and plea be fixed for hearing for the same date.

It is further ordered that the temporary restraining order heretofore issued be, and the same is hereby, ordered to remain in full force and effect, without prejudice to any of the ultimate rights of mover, without the necessity of renewing or extending same.

New Orleans, Louisiana, April 6th, 1954.

(S.) J. Skelly Wright, United States District Judge.

(S.) S. W. Plauche, Jr., S. W. Plauche, Jr., Attorney for Defendant, The Leither Minerals, Inc.

[fol. 36] IN UNITED STATES DISTRICT COURT

MOTION OF LEITER MINERALS TO DISMISS, ETC.—Filed April 6, 1954

Now comes The Leiter Minerals, Inc., named as defendant in the above captioned Civil Action, herein termed "mover", and reserving all of its rights to plead further herein by way of motion, answer or otherwise, moves the Court as follows:

## I

To dismiss plaintiff's complaint for failure to state a claim upon which relief can be granted, in that:

(a) This action must be dismissed, or abated, for the reason that jurisdiction of this controversy, and of the property involved herein, has already attached to, and become vested in, the Twenty-fifth Judicial District Court in and for the Parish of Plaquemines, Louisiana, in the said petitory action referred to in plaintiff's complaint, which petitory action bears No. 3282 on the docket of said State Court, and is captioned "The Leiter Minerals, Inc. vs. The California Company, et al." Said suit No. 3282, as is the present action, is a suit *in rem*, or *quasi in rem*. The said State Court has assumed jurisdiction of said suit No. 3282, and jurisdiction over said suit and of the property involved in said suit (which is the same property sought to be directly involved or affected by the present action) attached prior to the filing of the present action. Therefore, this Court does not have, and must relinquish, any further jurisdiction over this action; and this Court [fol. 37] must dismiss this action, or order same abated.

## II

Alternatively, to stay any and all further proceedings in this action until the final determination of said suit No. 3282 by the Louisiana State Courts, for the reasons set forth in Paragraph I above; and, still in the alternative, for the further reason that the said pending litigation in said State Court involves questions of State law which

should be determined and decided by the State Courts, in that said determination will provide a binding rule of decision upon this Court, and further said State Court decision may render a decision of Federal constitutional questions unnecessary.

### III

To dissolve the temporary restraining order heretofore issued herein, and to deny or overrule plaintiff's motion for a preliminary injunction, for the reasons set forth hereinabove in this motion, and for the additional reason that such injunctive relief must be denied plaintiff under the provisions of Title 28, USCA, Section 2283.

Wherefore, mover prays that this action be dismissed, or abated; alternatively, that this action be stayed pending the final determination of said State Court suit No. 3282; and that the temporary restraining order heretofore issued be dissolved, and plaintiff's motion for a preliminary injunction be denied or overruled.

By mover's attorneys, Plauche and Plauche, By:  
s/ S. W. Plauche, Jr.

[fol. 38]

Certificate of Service  
(Omitted in Printing)

### IN UNITED STATES DISTRICT COURT

ANSWER OF DEFENDANT, ALLEN L. LOBRANO—Filed April 12,  
1954

Allen L. Lobrano, made a party defendant herein because of his being interested on the side of plaintiff, avers that the term of the mineral servitude reserved by Thomas Leiter in the sale which he made to the United States of the property described in plaintiff's complaint has expired, and prays that The Leiter Minerals, Inc. may be decreed to be without any rights whatsoever in and to the property described in the complaint; that the various instruments



described in Articles XI and XIII of the complaint be ordered cancelled from the records; that the United States may have all the injunctive relief requested by it in the complaint; and for such other and further relief as may be appropriate.

[fol. 39] (S.) Milling, Saal, Saunders, Benson and Woodward, Attorneys for Allen L. Lobrano, 1122 Whitney Bldg., New Orleans 12, Louisiana.

IN UNITED STATES DISTRICT COURT

ANSWER OF DEFENDANT, THE CALIFORNIA COMPANY—Filed  
April 12, 1954

The California Company, made a party defendant herein because of its being interested on the side of plaintiff, avers that the term of the mineral servitude reserved by Thomas Leiter in the sale which he made to the United States of the property described in plaintiff's complaint has expired, and prays that The Leiter Minerals, Inc. may be decreed to be without any rights whatsoever in and to the property described in the complaint; that the various instruments described in Articles XI and XIII of the complaint be ordered cancelled from the records; that the United States may have all the injunctive relief requested by it in the complaint; and for such other and further relief as may be appropriate.

(S.) Milling, Saal, Saunders, Benson and Woodward, Attorneys for The California Co., 1122 Whitney Building, New Orleans 12, Louisiana.

[fol. 40] IN UNITED STATES DISTRICT COURT

(MOTION TO FILE AFFIDAVITS ON BEHALF OF UNITED STATES OF AMERICA—Filed May 19, 1954

On motion of the United States of America, appearing herein through George R. Blue, United States Attorney in and for the Eastern District of Louisiana, and on suggesting to this Honorable Court that in connection with the hearing on the preliminary injunction in these proceedings, now fixed for May 21, 1954, it desires to file at this time:

1. Affidavit dated May 12, 1954 of Elmer D. Haymon and Charles R. Blomberg.
2. Affidavit dated May 17, 1954 of John H. Sutherlin.
3. Affidavit dated May 18, 1954 of L. E. Scott.

It is ordered that the United States be and it is hereby authorized to file the said affidavits at this time.

New Orleans, Louisiana, May 18th, 1954.

(S.) J. Skelly Wright, Judge.

Respectfully submitted:

(S.) G. R. Blue, George R. Blue, United States Attorney.

AFFIDAVIT OF CHARLES R. BLOMBERG AND ELMER D. HAYMON

STATE OF LOUISIANA,

Parish of Orleans:

[fol. 41] Before me, the undersigned authority, personally came and appeared: Charles R. Blomberg and Elmer D. Haymon, who, being duly sworn, declared that each of them is a petroleum engineer employed by The California Company, 1111 Tulane Avenue, New Orleans, Louisiana, and that each has had extensive experience in oil and gas operations; that each of them is familiar with the property in Plaquemines Parish, Louisiana, which is covered and affected by three certain mineral leases executed by the

United States to Allen L. Lobrano and one certain mineral lease executed by the United States to Frank J. Lobrano, all of which property was acquired by the United States through purchase from Thomas Leiter; that The California Company holds the operating rights under these four leases; that said The California Company has drilled and completed eighty oil and gas wells on such property, which are currently producing; and that the royalty heretofore paid to the United States in respect to such production is in excess of \$3,500,000.00;

That the conduct of drilling operations and also the operation of completed oil and gas wells, are attended with numerous hazards, and require a high degree of skill, experience, and proficiency on the part of the operator; that unless proper operating practices are observed, wells may blow out during the drilling process, and even after completion may get out of control; that, specifically, wells can be seriously damaged or even killed by temporary cessation of production or attempted over-production; that the [fol. 42] capacity of the oil bearing structure to produce can be extensively damaged, and portions of it rendered non-productive if proper operating practices are not employed or if any of the contingencies just mentioned should occur; and that it is not possible, due to the very nature of oil and gas rights themselves, to measure with accuracy the amount of such damage and loss which might occur;

That The California Company continually has one or more wells in process of drilling on the aforesaid property which was acquired by the United States from Thomas Leiter; that the average cost of each well on this property is approximately \$160,000.00; that if any of such wells had to be abandoned in process of drilling, even for as short a period of time as forty-eight hours, the existing hole would probably be lost and it would be necessary to commence an entirely new well instead;

That any interruption of production from the wells located on the aforesaid property would result in great and irreparable damage for the following reasons:

(a) Oil wells situated in Main Pass of the Mississippi River, which are currently being produced by The Texas Company as mineral lessee of the State of Louisiana.

would effect drainage of oil from lands covered by the said United States mineral leases;

(b) Oil wells which are now producing oil and water, of which there are a considerable number, would probably be flooded out beyond their ability to produce again, thus causing loss of producible oil;

[fol. 43] (c) Oil would be forced by water drive into the gas cap, thus causing loss of producible oil; and

(d) Many wells would probably become sanding up or loaded up with water, causing considerable expense and delay in placing them back on production;

That the first well on this property was completed in January of 1950, since which time The California Company staff of geologists, petroleum engineers and construction engineers have continuously studied the technical aspects of production from this field and have developed techniques which they consider will result in maximum recovery of oil and gas; that about sixty-five per cent of the wells which are producing oil on the lands purchased by the United States from Thomas Leiter are being operated by a gas injection method, whereby subsurface pressures are maintained in order to effect maximum recovery of producible oil; that the information developed by The California Company and the experience which it has attained in the operation of this particular oil field render it capable of more efficiently drilling and operating such field than any other operator that the whole theory and approach to production employed by The California Company could be gravely interfered with and much potential production lost if a well were to be improperly located on the property, or if the overall scheme of gas injection, as related to production of oil, were interrupted or interfered with; that if possession of this oil field were taken away from The California Company, due to the complicated nature of the operation it would be impossible for even the most experienced and competent operator to continue or re-establish the operation of the field without permanent and irreparable loss.

(S.) Elmer D. Haymon, Charles R. Blomberg.

Sworn to and subscribed before me this 12th day of May, 1954. (S.) Emily Ashmond, Notary Public.



## AFFIDAVIT OF JOHN H. SUTHERLIN

STATE OF LOUISIANA,  
Parish of Cameron:

Before me, the undersigned authority, personally came and appeared: John H. Sutherlin, who being duly sworn declared that he is presently employed by the United States of America as Refuge Manager of the Sabine Wild Life Refuge, State of Louisiana;

That he was formerly employed by the United States of America as Refuge Manager of the Delta Migratory Waterfowl Refuge, Plaquemines Parish, Louisiana; that in 1936, pursuant to the Grant of Preliminary Use and Occupancy made by the Joseph Leiter Estate to the United States in 1935, he entered upon and occupied, on behalf of the United States, the tract of 8,000 acres, more or [fol. 45] less, in Plaquemines Parish at that time under contract to be sold to the United States by the Leiter Estate; that the purpose of the occupancy was to establish, operate and maintain a wild life refuge; that he actively managed and directed the Refuge from the time of his entry on the lands in 1936 until July of 1938;

That he, together with his assistants, had their headquarters initially at the Leiter Club House which was on these lands at the time the government of the United States of America originally established a refuge as hereinabove set out; that in addition to the posting and patrolling of the area by the United States of America, the boundaries and limits of the tract of land purchased from the Leiter Estate were explored and exactly established by two parties of government surveyors which surveyed and mapped the area during the winter of 1936-1937;

That he was in charge of and personally managed the Delta Migratory Waterfowl Refuge from mid-summer of 1936 until his successor replaced him as manager in July of 1938; that he knows of his own knowledge that during this period the said Refuge was closed to shooting, posted, and patrolled and in all regards operated and known as a wild life refuge of the government of the United States of America; that the United States of America was in com-

plete, sole and exclusive possession of all of said lands; and that the name of the Refuge was later changed to the [fol. 46] Delta National Wildlife Refuge.

(S.) John H. Sutherlin.

Sworn to and subscribed before me this 17th May, 1954.  
(S.) Charles A. Riggs, Notary Public.

### AFFIDAVIT OF L. E. SCOTT

STATE OF LOUISIANA,

Parish of Orleans:

Before me, the undersigned authority, a Notary Public in and for the State and Parish aforesaid, duly commissioned, and qualified, there came and appeared: L. E. Scott, who being first duly sworn, declared that he is employed by The California Company, 1111 Tulane Avenue, New Orleans, Louisiana; that by virtue of such employment he is familiar with the property purchased by the United States from Thomas Leiter by deed dated December 21, 1938, which property is situated in Plaquemines Parish, Louisiana; that the United States has granted one certain oil, gas and mineral lease to Frank J. Lobrano affecting a portion of such property and three certain mineral leases to Allen L. Lobrano affecting other portions of such property; that he attaches hereto true and correct photographic copies of original signed operating agreements which are contained in the files of The California Company relative [fols. 47-55] to such property, viz.:

(1) Operating agreement between Frank J. Lobrano and The California Company dated February 2, 1949, affecting Lease No. BLM—F. W.—013006;

(2) Operating agreement between Allen L. Lobrano and The California Company dated February 3, 1949, affecting Lease No. BLM—F. W.—013045;

(3) Operating agreement between Allen L. Lobrano and The California Company dated February 3, 1949, affecting Lease No. BLM—F. W.—013046;

(4) Operating agreement between Allen L. Lobrano and The California Company dated February 3, 1949, affecting Lease No. BLM—F. W.—013047.

(S.) L. E. Scott.

Sworn to and subscribed before me this 18th day of May, 1954. (S.) Leon F. Cambon, Notary Public.

[fol. 56] OPERATING AGREEMENT OF ALLEN L.  
LOBRANO

### No. 817c Operating Agreement

UNITED STATES DEPARTMENT OF THE INTERIOR  
Washington, D. C.

Oil and Gas Lease, Serial No. BLM-F.W.-013045, Allen L.  
Lobrano, Lessee

### Operating Agreement on United States Oil and Gas Lease

This agreement, dated the third day of February 1949, by and between Allen L. Lobrano, whose address is Pointe a la Hache, Louisiana hereinafter called "Lessee", and The California Company whose address is 1818 Canal Building, New Orleans 12, Louisiana, hereinafter called "Operator",

Witnesseth:

Whereas, Lessee has heretofore filed with the Secretary of the Interior, an application for a United States Oil and Gas Lease, bearing Serial Number BLM-F.W.-013045, and covering the following described land situated in Plaquemines Parish, State of Louisiana, that is:

T. 20 S, R. 19 E. St. Helena Mer. Louisiana.

sec. 10, that portion of the SE $\frac{1}{4}$  lying South and East of the Leiter Estate Boundary.

sec. 11, all of Section lying South and East of the Leiter Estate boundary.

sec. 15, all of Section lying South and East of the Leiter Estate Boundary.

sec. 16; all of Section lying South and East of the Leiter Estate Boundary.

sec. 17, that portion of the SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  lying South and East of the Leiter Estate Boundary.

sec. 19, all of Section lying South of the Leiter Estate boundary.

sec. 20, E $\frac{1}{2}$  of Sec.; that portion of the NW $\frac{1}{4}$  lying South and East of the Leiter Estate Boundary.

sec. 21, N $\frac{1}{2}$  of N $\frac{1}{2}$ .

sec. 30, all of fractional Section.

containing 2341.00 acres, more or less.

and

Whereas, the parties hereto desire to make the following agreement with respect to the development and operation of the above described land, hereinafter referred to as "said land", for oil and gas;

Now therefore: For and in consideration of the sum of Fifty and No/100 Dollars (\$50.00) paid to Lessee, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, the parties hereto agree as follows:

1. This agreement, notwithstanding the date at the beginning hereof, shall become effective at the time of [fol. 57] execution and acknowledgment hereof by Operator, and, when so executed, shall cover and relate to any lease heretofore or hereafter issued pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Lessee for said land, or any part thereof, under any Act of Congress heretofore or hereafter enacted. The term, "said lease", as hereinafter used, shall refer to any such lease hereinabove described.

2. As to said land, Lessee warrants that Lessee is



the sole and absolute owner of said lease, and that said lease is not subject to any prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation of any kind or character other than those imposed by the United States Government by laws, regulations, or the terms of such lease, and Lessee agrees to protect Operator against any expense, loss or damage arising as a result of any claims or rights asserted by, through or under the Lessee in or to said lease.

3. Operator shall have, and is hereby given, the sole and exclusive right of possession and occupancy of said land under said lease for the purpose of drilling for, mining, extracting, removing, and disposing of all the oil and gas deposits except helium gas in or under said land, and for the purpose of exercising any other rights and privileges afforded by the said lease, subject to the right of Lessee to enter upon said land at all reasonable times for the purpose of inspecting same and the operations of Operator thereof. Operator shall have full and complete supervision, management and control of all operations upon said land during the life of this agreement and said lease.

4. All oil and gas deposits except helium gas produced from said land shall belong to Operator as Operator's full compensation for Operator's expenditures and services in connection with operations under this agreement, subject to the obligations of Operator to pay all royalties due the United States upon any of said land under the provisions of said lease while said land shall remain subject to this agreement.

5. Operator hereby agrees to account for and pay to Lessee, on or before the 20th day of each month, on the sale value or net proceeds received by Operator from oil and gas produced from said land, or, in the event said land is included in any approved co-operative or unit, communitization or other production or development plan, from oil and gas allocated to said land under said plan:

(1) A sum representing the "sale value", as hereinafter defined, of one % of all oil produced from, or

[fol. 58] allocated to, said land and saved and marketed during the preceding calendar month; and

(2) A sum representing one % of the net proceeds received by Operator from the sale of all gas produced from, or allocated to, said land and saved and marketed during the preceding calendar month; provided, that no such payments shall be made or shall accrue upon any oil or gas used for operating, development or production purposes upon said land or any land included therewith in any approved co-operative or unit, communitization, or other production or development plan, or unavoidably lost, and no sums shall be payable upon gas used for recycling or repressuring operations benefiting said land. In the event Operator shall elect to pay compensatory royalties to the United States in lieu of drilling, Operator agrees to pay and Lessee agrees to accept payment for Lessee's share of the sale value of oil and the fair market value at the well of gas computed on the same amount of oil and gas as that on which compensatory royalty to the United States is paid. The term "sale value" as applied to oil under the provisions hereof shall mean: (a) the price for which Operator sells Operator's oil produced from the same field, less any costs of marketing such oil as crude, including costs of handling, transportation to point of sale, treating unmerchantable oil to render it merchantable as crude and other applicable costs; or (b) in the event that Operator does not sell such oil as crude, the fair market value, prevailing in the field where such oil is produced, for oil of like character, gravity, and quality. Lessee agrees to pay or to reimburse Operator for a percentage of any and all taxes levied upon the mineral rights in said land and upon the severance or production or sale of oil and gas extracted therefrom, equivalent to Lessee's percentage of the sale value and net proceeds, as above set forth.

6. No change of ownership in the interests of Lessee hereunder, shall be binding on Operator until after notice thereof to Operator and Operator has been furnished with the written transfer or assignment, or a certified copy thereof, and such change of ownership

shall have received any approval required under any applicable law or regulation.

7. No implied covenants shall be read into this agreement requiring Operator to drill or to continue drilling upon said land, or fixing the measure of diligence therefor. Nothing herein contained shall be deemed to obligate Operator to produce, sell or otherwise dispose of oil or gas from said land.

8. Operator agrees during the term of this agreement and subject to Operator's rights of surrender herein expressly granted that Operator will comply with and perform each and every obligation and requirement of said lease, including the payment of rentals in so far as such obligations and requirements [fol. 59] relate and pertain to said land. Operator agrees to indemnify and hold harmless Lessee from any liability to third parties arising out of operations by Operator on said land. It is expressly understood and agreed that Operator is not hereby assuming any obligations to Lessee in excess of those set forth in the said lease applicable to said land, and any co-operative or unit, communitization, or other production or development plan entered into covering the land included therein; and it is further understood and agreed that Operator shall have the right, from time to time, at Operator's election, acting on Operator's own behalf and as Lessee's Agent and Attorney in Fact, to apply for or take advantage of any drilling, production, rental, or other relief which may be authorized or permitted by any applicable laws, rules or regulations.

9. For the consideration expressed in this operating agreement, Operator shall have and is hereby given the right to terminate this agreement and to surrender all of Operator's rights hereunder at any time or from time to time as to all or any part of said land. Notices of termination and surrender shall be deemed sufficient and binding upon Lessee if made in writing and sent by either regular or registered mail addressed either to Lessee at Lessee's address hereinabove stated, or to Lessee's Agent at Lessee's Agent's address, as stated in paragraph 13 hereof. Provided however, that

if a bond shall have been filed under said lease, in connection with which bond Operator shall have assumed any liability, then Operator may, at its election, give Lessee thirty (30) days' notice of Operator's election to terminate this agreement and its liability in connection with such bond. If within 30 days after mailing of such notice, Lessee has arranged to relieve Operator of all liability in connection with such bond, then Operator shall terminate this operating agreement as above provided. If Lessee has not, within said 30-day period, arranged to relieve Operator of liability under such bond, then Operator shall have and is hereby granted the full and irrevocable power-of-attorney, acting as Lessee's Agent and Attorney in Fact to surrender and relinquish said lease to the United States as to all or any part of said land, without incurring any liability whatsoever to Lessee.

10. Operator shall have the right to remove from time to time from said land all machinery, rigs, piping, casing, pumping stations and other property and improvements belonging to, or furnished by, Operator, provided that such removal shall be completed within a reasonable time after the surrender, forfeiture or other termination of this agreement.

11. Lessee agrees that Lessee will not surrender or relinquish to the United States said land or the oil or gas deposits therein, or any part thereof, or surrender or relinquish said Lease, in so far as the same may affect any of said land, without the consent in [fol. 60] writing of Operator first had and obtained. Lessee also agrees that Lessee will not commit any act which will furnish cause for forfeiture or cancellation thereof and that immediately upon the receipt of any notice or communication pertaining thereto from the United States Government or from any other person, Lessee will transmit such notice or communication, or a copy thereof, to Operator.

12. Neither of the parties hereto shall be liable to the other for loss or damage to property or from the loss of any interest in said lease, or for delay or default in the performance of any obligation hereunder or un-



der any cooperative or unit, communitization, or other production or development plan, when such loss, damage, delay or default is caused by strike, labor difficulty, fire, flood, tornado, act of God, war, or conditions resulting from war, (such as inability to secure men, materials and transportation), or other cause beyond the reasonable control of such party, whether similar to those herein specified or not.

13. Lessee hereby appoints

whose address is

as Lessee's Agent, with full power, in the name and on behalf of Lessee and the successors in interest of Lessee, and of each and every one of them, (a) to receive and receipt for, all payment hereunder (b) to examine said lands and the operations thereon, (c) to grant all consents required from Lessee, (d) to give all notices required to be given by Lessee to Operator, (e) to receive all notices required to be given to Lessee by Operator under this agreement, (f) to execute and deliver division orders concerning, and to act in all matters involving said payments to be made by Operator to Lessee hereunder, and (g) to name and advise Operator of any bank to be used as a depository for any payments to be made hereunder. The power and authority of such Agent shall continue until all of the owners and holders of Lessee's interest in said land shall, in writing, elect another such agent and shall notify Operator, in writing, at Operator's address given above, of the name and address of such new Agent. The delivery of any and all payments by Operator to said Agent or to any bank designated by said Agent and the transaction of any business by Operator with said Agent, which business said Agent may be authorized to transact hereunder, shall be a full acquittance and discharge of Operator of and from any and all liability to Lessee and to the heirs, executors, administrators, representatives and assigns of Lessee, and each of them, for or on account of any such payment or such business. Operator shall not be required to recognize or act upon any orders, directions or requirements of Lessee, and the successors in interest

of Lessee, in any matter or thing concerning which said Agent is authorized to act. All notices to be given to Operator hereunder shall be addressed to Operator at Operator's address hereinabove stated, provided that Operator shall, by notice in writing addressed to Lessee [fol. 61] or to Lessee's Agent, have the right to change such address.

14. Lessee shall not declare the rights of Operator under this agreement forfeited for any cause whatever, unless Lessee shall notify Operator in writing, of the existence and exact nature of the cause of forfeiture and unless Operator shall thereafter (and within ninety (90) days from the service of such notice) fail to commence such action as may be necessary to remedy said cause of forfeiture and thereafter prosecute same with reasonable diligence; provided, however, that no default in the performance of any of the conditions or provisions hereof as to any well or wells on any legal subdivision of land covered by said lease shall affect the right of Operator to continue Operator's possession or operation of any other well or wells situated upon any other legal subdivision of said land. The term, "legal subdivision", as herein used, means a subdivision as established by the United States Land Survey which most nearly approximates in size the area allocated to one well under any approved well-spacing program; provided that if no such program has been approved, said term "legal subdivision", shall mean that parcel of the United States Land Survey upon which such well shall be located, but in no event less than forty (40) acres surrounding such well.

15. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or

against public policy, and, except as to the provisions so eliminated, shall remain and be in full force and effect as so modified.

16. This agreement, unless sooner terminated, as herein provided, shall remain in full force and effect during the entire life of said lease.

17. Lessee agrees that Operator may, as to all or any part of said land, file, enter into, and submit to the Secretary of the Interior a plan or plans acceptable to Operator for the co-operative or unit, communitization, or other production or development plan of the area of which said land is a part, and Lessee, and all parties claiming any interest under or through Lessee, hereby agree to join in and consent to any such plan when requested so to do by Operator. It is expressly understood and agreed that compliance by Operator with the provisions of any such co-operative or unit, communitization, or other production or development plan approved by the Secretary of the Interior shall [fol. 62] be in lieu of, and in full satisfaction of, any obligation required of Operator by this agreement or any modification hereof; and that in case of conflict between the provisions of this agreement and of said plan or plans, the provisions of said plan or plans shall govern and control, and this agreement shall be considered as modified and amended accordingly.

18. It is agreed that Operator may, acting on Operator's own behalf and as Lessee's Agent and Attorney in Fact, take such action as may seem advisable to Operator to secure any renewals, modifications or extensions of the lease which shall be in force and effect at the time this agreement becomes effective, and any lieu, new, relief, exchange, consolidated or other character of lease covering said land or part thereof which may be authorized or permitted as a result of the lease in force at the time this agreement is executed under any Act of Congress heretofore or hereafter enacted, or under any applicable rules and regulations. Lessee hereby agrees to do and perform any act reasonably requested by Operator to assist.

Operator in securing the above. Nothing in this paragraph contained, however, shall deprive Lessee of the right to receive the payments provided to be paid Lessee under the provisions of Paragraph 5 hereof.

19. Operator, in performing development and operations hereunder, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and a provision identical with the foregoing shall be included in all subcontracts made by Operator for the performance of development and operations hereunder.

20. Lessee and Operator hereby consent to a reservation to the United States pursuant to the provisions of the Act of August 1, 1946, (Public Law 585, 79th Congress) of all uranium, thorium, or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove same.

21. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

In Witness Whereof, the parties hereto have executed this agreement.

To execution by Lessee:

(S.) A. A. Baigar, 726 Fern St., N. O. 18, La., (S.)  
Harris L. Anderson, 316 Ockley Drive, Shreveport,  
La., (S.) Allen L. Lobrano, Allen L. Lobrano,  
Lessee.

[fols. 62-A-76]

CLERK'S NOTE RE

OPERATING AGREEMENTS

"The following additional operating agreements have not been printed for the reason that they are of like pur-



port to the operating agreement which has just been set forth:

(a) Operating agreement between Frank J. Lobrano and The California Company dated February 2, 1949 (pages 47-55 of the certified transcript);

(b) Operating agreement between Allen L. Lobrano and The California Company dated February 3, 1949 (pages 63-69 of the certified transcript); and

(c) Operating agreement between Allen L. Lobrano and The California Company dated February 3, 1949 (pages 70-76 of the certified transcript).

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[fol. 77] IN UNITED STATES DISTRICT COURT

HEARING ON APPLICATION FOR PRELIMINARY INJUNCTION,  
ETC. AND SUBMISSION—May 21, 1954

Wright, J:

This matter came on this day for hearing on application for preliminary injunction and on motion of defendant, The Leiter Minerals, Inc., to dismiss or abate and on motion of defendant, The Leiter Minerals, Inc., to dissolve the temporary restraining order.

Present: George R. Blue, M. Hepburn Many, Attorneys for plaintiff; S. W. Plauche, Jr., Attorney for Leiter Minerals, Inc.; Charles D. Marshall, Attorney for The California Co.;

After hearing evidence and argument of counsel on both matters; the matters were submitted and the Court took time to consider.

Counsel to file proposed findings of fact and conclusions of law and any additional memoranda by June 10th, 1954.

J. S. W.

[fol. 78] IN UNITED STATES DISTRICT COURT

**Proceedings on Application for Preliminary Injunction; on Motion of Defendant, Leiter Minerals, Inc. to Dismiss or Abate; on Motion of Defendant Leiter Minerals, Inc. to Dissolve Temporary Restraining Order**

APPEARANCES:

George R. Blue, Esq., United States Attorney, Post Office Building, New Orleans, Louisiana.

Charles D. Marshall, Esq., Milling, Saal, Saunders Benson & Woodward, Whitney Building, Attorneys for The California Company.

S. W. Plauche, Jr., Esq., Plauche & Plauche, Lake Charles, Louisiana, Attorneys for The Leiter Minerals, Inc.

(The above entitled and numbered matter came up for hearing on this, the 21st day of May, 1954, in the Courtroom, U. S. Post Office Building, New Orleans, Louisiana, The Honorable J. Skelly Wright, District Judge, presiding)

Proceedings

The Court: Is the Government ready?

Mr. Blue: We are ready.

Mr. Marshall: We are ready.

Mr. Plauche: We are ready.

The Court: Assume we will take the motion to dismiss first.

[fol. 79] (Argument by respective counsel on motion.)

The Court: Let's proceed with the merits.

OFFERS IN EVIDENCE

Mr. Plauche: I presume there will be some offerings, because I have been served with affidavits, or at least, copies of the documents, and I should like the record to note our general objections, and in order to save time, I think that

I have an accurate enough list of objections which I see to urge.

Do you intend to make the offerings?

Mr. Blue: Yes.

May it please the Court, it was the Government's intention to file its various exhibits, together with a note of evidence at this time, and may it please the Court, we can list the exhibits numerically, and at that time give counsel an opportunity to note any objections that he wishes to make to the offerings.

Mr. Plauche: May I ask counsel—do you propose to offer only that which you have served me with, that is, the note of evidence and the list of affidavits and other items?

Mr. Blue: No, sir.

Mr. Plauche: Maybe we'd better proceed as you suggested.

[fol. 80] If your Honor please, in order to avoid duplication, I contacted Mr. Marshall the other day, and in order to avoid photostating the entire record in the Plaquemine-Parish suit at an unnecessary cost, all of that record, duly certified, has been secured by Mr. Marshall or by Mr. Blue, with the exception of the process, I think, or other immaterial items, and I want to be sure that in connection with the motion to dismiss which we have already submitted, that that is offered, because that is our only offering, and I don't want by him going ahead with the motion for preliminary injunction, to waive that offering. I want that understood.

In connection with, and substantiating the defendant's motion, we offer, introduce, and file in evidence the entire record, duly certified, of Suit Number 3282, Twenty-fifty Judicial District Court, entitled The Leiter Minerals, Inc. versus California Company, et al., with the exception of immaterial documents, such as services of process and the like.

Mr. Blue: Your Honor, that was also one of our submissions.

The Court: It will be understood that that offering was in connection with the motion to dismiss.

Mr. Plauche: Yes, sir.

Mr. Blue: In connection with our primary case on the motion for a preliminary injunction, we make the follow-

[fol. 81] ing note of evidence and offer the following submissions:

First, identified as "U. S.-1" is a photostatic copy of the Agreement to Purchase of Land Tract Number 6, LB-LA-5-501, executed on March 14th, 1935, by the executors and trustees of the estate of Joseph Leiter, said copy being certified by Albert C. Rissman, Acting Chief, Branch of Lands, Fish and Wildlife Service, U. S. Department of the Interior.

Mr. Plauche: If the Court please, on behalf of The Leiter Minerals, Inc., that offering is objected to for the following reasons: that the document sought to be introduced is unrecorded and is therefore entirely and utterly void as to third persons, including Leiter Minerals, Inc. It is incompetent. It is irrelevant and immaterial. Further, we object to that offering and any other offering except the record, or parts of the record of Suit Number 3282, for the reason that this Court has no jurisdiction and is disabled from proceeding in the present matter. The last objection, I would like to note, is a general one to all of the offerings which shall be made, with the exception of those portions of Suit Number 3282 that counsel may offer.

The Court: It will be so understood.

Mr. Blue: In connection with counsel's objections concerning relevancy, I wish to answer that, your Honor, by saying that the documents offered represent the inception [fol. 82] of the agreement to purchase between the Leiter estate and the United States Government; that the issues in connection with this preliminary injunction are appealable, and, as the Government's case is based upon the validity of its title and the cloud cast thereon by these parties, that the full record should be available to the Court.

Mr. Plauche: I am assuming, and I would suggest to the Court that you take our objections under advisement and let the offerings go in at this time. I don't propose to argue that.

The Court: I want to hear counsel's position.

Mr. Plauche: I have stated my position in the objections, and I don't propose to argue any further now, being content with not waiving any objections that we have urged.

The Court: All right. Let's proceed.



Mr. Blue: The second offering is a photostatic copy of grant of preliminary use and occupancy, executed on October 18th, 1935, by the executors and trustees of the estate of Joseph Leiter. Said copy also being certified by Albert C. Rissman, Acting Chief, Branch of Lands Fish and Wildlife Service, U. S. Department of the Interior. [fol. 83] Mr. Plauche: To which the defendant, Leiter Minerals, Inc., offer the same objections as it did to Item Number 1.

Mr. Blue: Number 3 is photostatic copy of proceedings of the cause "Succession of Joseph Leiter", Number 1319, of the Twenty-fifth Judicial District Court for the Parish of Plaquemines, and consisting more particularly of the following: Petition and exhibit attached thereto; Order thereunder; Oath and bond of Testamentary Executors; Motion and Judgment on Rule to fix Inheritance Tax; Petition for possession filed May 18th, 1938, and Judgment of possession, all duly certified by Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

Mr. Plauche: Same objections as urged to Item Number 1, with the exception of the objection based on the want of recordation of the document sought to be introduced.

Mr. Blue: Next is a photostatic copy of Ratification of Option Agreement, F. S. A. File No. LB-LA-5-501, Tract Number 6, executed by Thomas Leiter on October 24th, 1938; said copy being duly certified by the Natural Resources Records Branch of the United States Government.

Mr. Plauche: Same objections on behalf of Leiter Minerals, Inc., as to Item Number 1 sought to be introduced.

[fol. 84] Mr. Blue: Number 5 is a photostatic copy of deed with map attached, by and between Thomas Leiter and the United States of America, executed December 21, 1938; which deed was recorded December 28th, 1938, in Conveyance Book 92, Folio 468, of the Parish of Plaquemines; said copy duly certified by Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

Mr. Plauche: To which no objection is offered, other than the general objections, which your Honor has made general, and the same comments or objections, or restricted

objections, will be made to the following items up to Item Number 14, without the necessity of repetition.

Mr. Blue: Number 6 is a photostatic copy of Oil and Gas Lease Number 013006, BLM, effective as of March 1, 1949, by and between the United States of America, through the Bureau of Land Management, and Frank J. Lobrano; said copy duly certified as of September 22, 1953, by Oscar E. Collins; Chief, Copy Records Section, Bureau of Land Management, U. S. Department of the Interior.

Number 7 is a photostatic copy of Oil and Gas Lease Number 031045, BLM, effective as of March 1, 1949, by and between United States of America, through the Bureau of Land Management, and Allen L. Lobrano; said copy being certified as of September 22, 1953, by Oscar E. Collins; [fol. 85] Chief, Copy Records Section, Bureau of Land Management, U. S. Department of the Interior.

Number 8 is a photostatic copy of Oil and Gas Lease Number 013046, BLM, effective as of March 1, 1949, by and between the United States of America, through the Bureau of Land Management, and Allen L. Lobrano; said copy being certified as of September 22nd, 1953, by Oscar E. Collins; Chief, Copy Records Section, Bureau of Land Management, U. S. Department of the Interior.

Number 9 is a photostatic copy of Oil and Gas Lease Number 013047, BLM, effective March 1, 1949, by and between the United States of America, through the Bureau of Land Management, and Allen L. Lobrano; said copy being certified as of September 23rd, 1953, by Oscar E. Collins; Chief, Copy Records Section, Bureau of Land Management, U. S. Department of the Interior.

Number 10 is the affidavit of L. E. Scott, of the California Company, sworn to and subscribed May 18, 1945, before Leon F. Cambon, Notary Public in and for the Parish of Orleans, State of Louisiana, which affidavit identifies and has attached to it the following documents: Operating agreement between Frank J. Lobrano and the California Company, dated February 2, 1949, affecting Lease No. BLM-F. W.-013006; operating agreement between Allen L. Lobrano and The California Company, dated February 3, 1949, affecting Lease Number BLM-F. W.-013045; Operating agreement between Allen L. Lo-

brano and the California Company, dated February 3, 1949, [fol. 86] affecting Lease Number BLM-F. W.-013046; Operating Agreement between Allen L. Lobrano and the California Company, dated February 3, 1949, affecting Lease Number BLM-F. W.-013047.

May it please the Court, in connection with this offering, this affidavit, a copy thereof has been served upon counsel.

Mr. Plauche: We have made no objection to it other than the general objection.

Mr. Blue: Number 11 is a photostatic copy of proceedings in the cause "Succession of Francis Joseph Lobrano, Jr.," this being Number 2945 of the 25th Judicial District Court, Parish of Plaquemines, State of Louisiana, and consisting more particularly of the judgment dated May 6, 1952, recognizing heirs, sending them into possession, and discharging administratrix, and the supplemental judgment dated December 8, 1953, recognizing heirs and sending them into possession; all of which have been duly certified by Honorable Allen L. Lobrano, Clerk of Court, and in accordance with the Act of Congress.

Number 12 is a photostatic copy of proceedings in re Mrs. Ethel M. Fontenelle, Widow of Francis Joseph Lobrano, Jr., application for tutrixship of the Minors Robert Leo Lobrano and Karen Katherine Lobrano; this being Number 3027 of the Twenty-fifth Judicial District Court, Parish of Plaquemines, State of Louisiana, and consisting more particularly of the following: Petition for promulgation [fol. 87] of inventory, for leave to qualify as tutrix, and for appointment of undertutor; Order and judgment executed thereunder; Oath of tutrix; Oath of undertutor; Letters of tutrixship; all certified by Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

Number 13 is an affidavit of Elmer Haymon and Charles R. Blomberg, Petroleum Engineers, sworn to and subscribed May 12, 1954, before Emily Ashmoore, Notary Public in and for the Parish of Orleans, State of Louisiana.

Mr. Plauche: My copy of the note of evidence differs by one number, so when I made the previous statement that I would object only generally to the documents up to Item

Number 14, it should be up through Item 13, of their offerings. And on behalf of Leiter Minerals, Inc., objection is made that the subject matter of the affidavits is irrelevant, immaterial, incompetent; and that the general objection is also urged to the offering on the basis that this Court is without jurisdiction and is disabled from proceeding, and also that the matter contained in the affidavits is beyond the pleadings and is also ultra petitionem.

Mr. Blue: Do you wish to be heard on the objections?

Mr. Plauche: I presume we will just continue on.

The Court: Just go on with the merits.

[fol. 88] Mr. Blue: Number 14 is affidavit of John H. Southerland, Refuge Manager of the Sabine Wild Life Refuge of the State of Louisiana, sworn to and subscribed May 17, 1954, before Charles A. Rigg, Notary Public in and for the Parish of Cameron, State of Louisiana.

Mr. Plauche: That offering is objected to, in addition to the general objections, on the grounds it is irrelevant and immaterial.

Mr. Blue: Number 15 is photostatic copy of proceedings in the cause "Leiter Minerals, Inc., versus California Company, et al.," Number 3282 of the Twenty-fifth Judicial District Court, Parish of Plaquemines, State of Louisiana, and consisting more particularly of the following: Petition with exhibits attached thereto; Carbon copy of exceptions filed by the defendant; Judgment on exceptions and opinion of the Honorable Bruce Nunez, Judge; all of the above duly certified by Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

Mr. Plauche: Does that have an excerpt from the Minutes of Court showing the decision, or does it have just the opinion? Is that the offering that you just made?

Mr. Blue: Yes.

[fol. 89] Mr. Plauche: You don't have a certified copy of the Minutes showing the action of the Court? I do.

If your Honor please, the defendant, Leiter Minerals Inc., expressly makes no objection to the offering, and as stated before, reoffers the same documents in its own behalf in support of its motions, with leave also to supplement the offering by likewise filing a certified copy of the extract of the Minutes of Court showing the action of the Court in overruling the exceptions. I think that would



make it complete, and I will - glad to let you have this to incorporate in your offerings, if it is understood that we are reoffering it also.

Mr. Blue: That is satisfied by stipulation, your Honor.

And, your Honor, in conclusion we offer the entire record, and we offer, introduce and file each of these documents and attachments referred to previously.

The Court: The Court will rule on them after it has had an opportunity to study them.

Mr. Plauche: May I inquire of the Court whether the Court proposes to take the matter under advisement—I presume so, since counsel said he wanted to file some sort of—

The Court: The matter will be taken under submission. [fol. 90] Mr. Plauche: That being so, your Honor, I would like to file a memorandum too. We have introduced a large amount of documentary evidence which we can't possibly expect your Honor to rule on now, to submit the matter of the preliminary injunction upon the memoranda that have been filed, and the supplemental memoranda which will come in, all of which will depend upon how your Honor acts on the defendant's motion, and I don't propose to make any further oral argument at this time, or any discussion of the evidence itself, and it seems it may be preferable to submit on briefs, so your Honor can study the documents and study all the cases involved in this matter.

I offer that only as a suggestion in the interest of expediency.

The Court: What is counsel's position?

Mr. Blue: Your Honor, I feel that the matter is of such grave and serious nature that it is one that requires considerable study, and the records will undoubtedly speak for themselves, both, as to any comments that I might make about a case, or any comments that my worthy colleague may make. As far as the Government's position is concerned, unless you specifically wish to hear argument specifically upon the question of the preliminary injunction, I will accede to that suggestion.

[fol. 91] The Court: Based on counsel's suggestion—

Mr. Marshall: I should like to make a brief statement before we terminate proceedings, if it please the Court.

The Court: We will allow anyone of counsel who wants to make a statement, to make it.

The Court's position is this. I am going to ask counsel for both sides to file proposed findings of fact and conclusions of law by June 10, (I assume that will be sufficient time) together with any additional memoranda either counsel would like to file in support of its position in the motion to dismiss, or in the motion for preliminary injunction. Now, that would be June 10th.

Mr. Plauche: To be served and filed with the Court, and served upon respective opposing counsel.

The Court: Is that sufficient time, June 10th?

Mr. Plauche: That will be time enough.

The Court: Is that sufficient time for the Government?

Mr. Blue: Yes, sir.

The Court: Any counsel that wants to make a statement [fol. 92] can proceed.

Mr. Marshall: I am only making this statement because of the magnitude of the case, and its great importance, and I feel it should not be submitted solely on briefs alone, but that opportunity for oral argument should be afforded in the usual manner.

I should very briefly want to explain to your Honor the position of this mineral lessee of the United States.

I would like to point out to the Court the complete divergence between the two theories which are being urged by the Leiter Minerals, Inc. In the State Court of Plaquemines Parish we were met with the argument that the suit there was not against the United States, that the United States was not involved in any way, that its rights would not be affected, that it was free to bring its own action whenever it chose, and such developments would be welcome by the Leiter Minerals, Inc. in order that it might try out its title against the United States.

Indeed, the brief of the Leiter Minerals filed in the State Court quoted the very language from U. S. versus Lee, the Supreme Court decision which directs the United States to the procedure which is here involved. It says that the United States may file its own bill to quiet title, in aid of which it may have its injunction.

Now we are here. The United States has filed this proceeding, and we find the opposing contention. We find

that there is being urged on this court that after all, the [fol. 93] rights, the title, and the interests of the United States are being involved in the Plaquemines Parish litigation, that they are going to be determined down there, and in fact, that they are so involved that this Court's hands are tied and it is powerless to intervene and assert proper jurisdiction.

Those two arguments are absolutely contradictory.

The case of the United States versus Lee answers the proposition in the very language which was invoked down in Plaquemines Parish, by directing the separate proceedings of this bill to quiet title which the United States has brought. Moreover, the United States versus Lee case only permitted a suit for possession to be filed in the State Court originally, and this suit is a suit to establish title as against the United States, which clearly can't be done under any circumstances.

The California Company drilled its first well on this property in January of 1950. The well was completed. We now have eighty producing oil and gas wells on this land. The average cost of each one of these wells is \$160,000.00. The United States has been paid in royalties from the property already three and a half million dollars. The leases which are offered in evidence show that there is a one-eighth royalty, and the Court may easily calculate that the value of the total production from this property as of this time approximates thirty million dollars. Actually, the maximum potential value of this property is simply enormous.

The California Company has years of experience in the [fol. 94] operation and development of this oil field through years of study. It has brought engineers and geologists and they have developed the techniques of operation of this field which are calculated to produce the maximum amount of recoverable oil. It would be impossible for there to be even a temporary shutdown of the wells in this field without sustaining tremendous loss.

I don't know whether the Court is familiar with the geologic principles involved, but the affidavits which have been offered here will show that due to the nature of the driving forces underground which impel the oil to the sur-

face of the property, wells may not—wells should not be shut down without permanent loss of recoverable oil.

The California Company is operating just about two-thirds of all the oil wells in this field on a gas injection method, whereby gas is injected into the subsurface structures at certain points in order to maintain the pressure underneath the surface, and drive the oil to the surface of the ground. Any interruption of that program would seriously affect the whole potential recovery of oil from this oil field.

The affidavit shows that not even the most experienced and competent operator could be substituted for the California Company, due to the complicated nature of this operation and procedure, without tremendous loss of recoverable oil.

The Court: How is that relevant here? How is your [fol. 95] present argument relevant?

Mr. Marshall: I am developing the principle of irreparable damages.

Now, we haven't the slightest doubt about the fact that the United States Courts are ultimately going to decide the title of the United States, and that the title of the United States is going to be maintained, but we are confronted with the possibility of a temporary eviction for an indeterminate period from this land.

The plaintiff is a corporation which these deeds show, was organized coincidentally with the transfer to it of these claimed mineral rights by Thomas Leiter. That transfer, as the record shows, was made for stock, and we may assume that obviously the Leiter Minerals, the plaintiff corporation in the State Court suit, is wholly unable to respond for any substantial damages, much less the simply enormous damages which would be caused to this property if we would be temporarily evicted as lessees of the United States.

Let us make no mistake about that. The damages of the California Company are the damages of the United States. Every barrel of oil, the potential recovery of which is lost, is a barrel of oil in which the United States would never receive its one-eighth royalty.

Moreover, it is our position that the damage, every damage that the California Company sustains down there,



is recoverable by the California Company from the United States by virtue of its warranty of peaceable possession [fol. 96] against eviction.

It is perfectly clear that the final and ultimate decision on this question must be made by the United States Supreme Court. The purpose of the preliminary injunction is to preserve the status quo until a decision can be rendered.

The California Company, the mineral lessee of the United States, is the one who has developed this property. The investment is all ours, and Leiter Mineral has nothing at stake. It can have its decision on the title on this property more speedily in this Court, and certainly just as speedily, as it could in the State Courts, and moreover, this is the one and only Court which can decide the question finally, because this is the only Court in which the United States is present, and in which the United States will be bound by the decision that is to be rendered.

In closing, I should like to say again what I said previously, in a sentence or two. And that is that the proposal of this motion to stay, to my mind, is so simple that it answers itself.

Plaquemines Parish Courts have no jurisdiction over a suit against the United States, and by seizing the property of the United States, or proceeding against the property of the United States, it cannot lift itself by its own bootstraps and take away the powers of these United States Courts to protect and defend the interests of the United States, which the Constitution imposes the duty on the United States Courts to do.

[fol. 97] I would like to mention again the illustration that I cited to the court about this very building. Let us suppose that an action brought—that an action is brought to try the title to the Post Office Building in the State Court, and we come into this Court, and the objection is made that that Court has acquired such jurisdiction, that the United States Courts are powerless to act. They must sit there and take it and permit the representatives of the United States Government to be evicted, while this Court cannot help itself.

I submit that the proposition answers itself, Your Honor.

Mr. Plache: I don't care to comment further on the statement of counsel, but I would like, of course, to file supplemental briefs and suggested findings of fact and conclusions of law by the 10th of June.

Mr. Blue: Before we close, we also wish to supplement the previous offerings, and we have issued a subpoena duces tecum to the Humble Oil and Refining Company to produce a copy of a lease or an agreement between Mr. Thomas Leiter and that Company, which is dated October 28, 1943.

Mr. Plache: Is that an offering you omitted to make?

Mr. Blue: Yes.

[fol. 98] We have one of the counsel from Humble Oil here who can identify this, unless counsel would be willing to stipulate as to its authenticity.

Mr. Plache: I am not sure I have examined it.

Mr. Janvier: May we have further leave of Court to look through the Humble Oil file and look at this one instrument we expected to supply, before the proceedings are closed?

Mr. Plache: I don't know anything about that. I would like to look at the instrument. I don't know anything about it. Did you list it in the note of evidence?

Mr. Blue: No, it was not listed.

Mr. Janvier: We weren't certain it would be there.

The Court: The court will consider it offered, subject to the objections.

Mr. Plache: Will I be furnished with a copy? And subject to any objections I might care later to make after examining it, and, of course, subject to the general objections already made.

Mr. Blue: Certainly.

Mr. Plache: You will let me have a copy?

Mr. Blue: Yes.

[fol. 99] Mr. Plache: Is this unrecorded?

Mr. Blue: Yes.

Mr. Plache: That will be covered in the reservations I have urged.

The Court: You said something about further study of the Humble records—

Mr. Janvier: I would like to ask the Court at this time

for a five minute recess, so we can go over the Humble Oil file. We have never seen them before.

Mr. Blue: May I make this suggestion in connection with our offering; we can examine the Humble Oil file and tender any further offerings to counsel for his examination and objections, and include them in the general offer, notwithstanding the fact that—

Mr. Plauche: That is rather odd.

The Court: Suppose we take a five minute recess.

Court stands at recess.

(Five minute recess.)

(After recess.)

[fol. 100] Mr. Blue: This is the only document that we would like at this time to offer, introduce, and file, which is identified as "U. S. Number 16," it being an agreement between Mr. Thomas Leiter and the Humble Oil and Refining Company, dated October 28, 1943.

Mr. Plauche: It is understood that I am going to be furnished with a copy.

Your Honor has referred my objections to the merits on that document, in addition to the general objections, of course, which we have already noted.

Mr. Blue: I would like the record to also show that in response to the subpoena issued to the Humble Oil and Refining Company, the records requested in the subpoena duces tecum were produced for the Government's inspection.

The Court: And it may be released—

Mr. Plauche: That is the first I heard about it, but I presume that the writ would be recalled and it would be satisfied by the respondent.

The Court: You have taken a photostatic copy of the one document out of the file, which you want, and there is no objection to the fact it is a photostatic copy?

[fol. 101] Mr. Plauche: No, your Honor, I am only assuming, or I guess that is a photostatic copy of the original, which was exhibited to me, and no objection is made to the form of the offering, it being a copy rather than the original. I took it that the offering was of the original, with leave to substitute their copy.

Mr. Blue: That is correct.

Mr. Plauche: And of course, we have no objection, even

if it is the first we knew about it, as far as recalling the writ and considering it satisfied because we have no interest in the subpoena duces tecum. We never heard of it before.

The Court: Let the writ be discharged, except for the document which has already been produced.

Court stands at recess.

(Whereupon, Court adjourned.)

[fol. 102]

Reporter's Certificate

(Omitted in Printing)

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IN UNITED STATES DISTRICT COURT

NOTE OF EVIDENCE—Filed May 21, 1954

Plaintiff, the United States of America, offers this, its note of evidence, in the above numbered and entitled cause:

1. Photostatic copy of the "Agreement for the Purchase [fol. 103] of Lands", Tract No. 6, LB-LA-5-501, executed March 14, 1935, by the Executors and Trustees of the Estate of Joseph Leiter; said copy being certified by Albert C. Rissman, Acting Chief, Branch of Lands, Fish and Wild Life Service of the United States Department of the Interior.

2. Photostatic copy of "Grant of Preliminary Use and Occupancy" executed October 18, 1935, by the Executors and Trustees of the Estate of Joseph Leiter; said copy being certified by Albert C. Rissman, Acting Chief, Branch of Lands, Fish and Wild Life Service of the United States Department of the Interior.

3. Photostatic copy of proceedings in the cause "Succession of Joseph Leiter", this being No. 1319 of the 25th



Judicial District Court, Parish of Plaquemines, State of Louisiana, and consisting more particularly of the following:

- (a) Petition and exhibits attached thereto;
- (b) Order thereunder;
- (c) Oath and bond of testamentary executors;
- (d) Motion and judgment re: inheritance tax;
- (e) Petition for possession filed May 18, 1938;
- (f) Judgment of Possession;

all of the above being certified by the Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

4. Photostatic copy of the "Ratification of Option Contract", F. S. A. File No. LB-LA-5-501, Tract No. 6, executed by Thomas Leiter on October 24, 1938; said copy [fol. 104] being certified by the Office of the Archivist of the United States through Oliver W. Holmes, Chief Archivist, Natural Resources Records Branch.

5. Photostatic copy of deed, with map attached, by and between Thomas Leiter and United States of America, executed December 21, 1938, which deed was recorded December 28, 1938, in Conveyance Office Book No. 92, Folio 468, of the Parish of Plaquemines; said copy being certified by the Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

6. Photostatic copy of oil and gas lease No. 013006 BLM, effective as of March 1, 1949, by and between the United States of America through the Bureau of Land Management, and Frank J. Lobrano; said copy being certified as of September 22, 1953, by Oscar E. Collins, Chief, Copy Records Section, The Bureau of Land Management of the United States Department of the Interior.

7. Photostatic copy of oil and gas lease No. 013045, BLM, effective as of March 1, 1939, by and between the United States of America, through the Bureau of Land Management, and Allen L. Lobrano, said copy being certified as of September 22, 1953, by Oscar E. Collins, Chief, Copy Records Section, The Bureau of Land Management of the United States Department of the Interior.

8. Photostatic copy of oil and gas lease No. 013046, BLM, effective as of March 1, 1939, by and between the United

[fol. 105] States of America, through the Bureau of Land Management, and Allen L. Lobrano; said copy being certified as of September 22, 1953, by Oscar E. Collins, Chief, Copy Records Section, The Bureau of Land Management of the United States Department of the Interior.

9. Photostatic copy of oil and gas lease No. 013047, BLM, effective as of March 1, 1939, by and between the United States of America, through the Bureau of Land Management, and Allen L. Lobrano; said copy being certified as of September 22, 1953, by Oscar E. Collins, Chief, Copy Records Section, The Bureau of Land Management of the United States Department of the Interior.

10. Affidavit of L. E. Scott, of the California Company, sworn to and subscribed May 18, 1954, before Leon F. Cambon, Notary Public in and for the Parish of Orleans, State of Louisiana, which affidavit identifies and has attached to it copies of the following documents:

(a) Operating agreement between Frank J. Lobrano and The California Company dated February 2, 1949, affecting Lease No. BLM-F.W.-013006;

(b) Operating agreement between Allen L. Lobrano and The California Company dated February 3, 1949, affecting Lease No. BLM-F.W.-013045;

(c) Operating agreement between Allen L. Lobrano and The California Company dated February 3, 1949, affecting Lease No. BLM-F.W.-013046;

(d) Operating agreement between Allen L. Lobrano and The California Company dated February 3, 1949, [fol. 106] affecting Lease No. BLM-F.W.-013047.

11. Photostatic copy of proceedings in the cause "Succession of Francis Joseph Lobrano, Jr.," this being No. 2945 of the 25th Judicial District Court, Parish of Plaquemines, State of Louisiana, and consisting more particularly of the judgment dated May 6, 1952, recognizing the heirs, sending them into possession, and discharging the administratrix, and supplemental judgment dated December 8, 1953, recognizing the heirs and sending them into possession, all of which being certified by the Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

12. Photostatic copy of proceedings "In Re: Mrs. Ethel M. Fontenelle, Widow of Francis Joseph Lobrano, Jr.,—Application for Tutrixship of the Minors, Robert Leo Lobrano and Karen Katherine Lobrano", this being No. 3027 of the 25th Judicial District Court, Parish of Plaquemines, State of Louisiana, and consisting more particularly of the following:

- (a) Petition for Homologation of Inventory for Leave to Qualify as Tutrix, and for Appointment of Undertutor;
- (b) Order and judgment executed thereunder;
- (c) Oath of Tutrix;
- (d) Oath of Undertutor;
- (e) Letters of Tutorship;

all of the above being certified by the Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

[fol. 107] 13. Affidavit of Elmer D. Haymon and Charles R. Blomberg, Petroleum Engineers, sworn to and subscribed May 12, 1954, before Emily Ashmoore, Notary Public in and for the Parish of Orleans, State of Louisiana.

14. Affidavit of John H. Sutherlin, Refuge Manager of the Sabine Wild Life Refuge of the State of Louisiana, sworn to and subscribed May 17, 1954, before Charles A. Riggs, Notary Public in and for the Parish of Cameron, State of Louisiana.

15. Photostatic copy of proceedings in the cause "The Leiter Minerals, Inc. v. The California Company, et al." this being No. 3282 of the 25th Judicial District Court, Parish of Plaquemines, State of Louisiana, and consisting more particularly of the following:

- (a) Petition with exhibits attached thereto;
- (b) Carbon copy of exceptions filed by defendants;
- (c) Judgment on exceptions and opinion of the Honorable Bruce Nunez, Judge;

all of the above being certified by the Honorable Allen L. Lobrano, Clerk of Court, in accordance with the Act of Congress.

Together with the entire record in these proceedings.

In connection with the above Note of Evidence, plaintiff, the United States of America, offers, introduces, and files each of the documents, and attachments thereto, as hereinabove noted.

[fol. 108] New Orleans, Louisiana, May 21, 1954.

(S.) G. R. Blue, George R. Blue, United States Attorney; (S.) M. Hepburn Many, M. Hepburn Many, Assistant U. S. Attorney.

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AGREEMENT FOR THE PURCHASE OF LANDS—U. S. 1  
United States

Department of The Interior  
Fish and Wildlife Service

Washington 25, D. C.

Pursuant to the Act of August 24, 1912 (37 Stat. 497 5 U. S. C. 488), I hereby certify that the attached is a true copy of a document designated "Agreement for the Purchase of Lands", Tract No. 6, LB-LA-5-501, as of the same appears on file in the Fish and Wildlife Service, United States Department of the Interior.

In witness whereof, I have hereunto subscribed my name and caused the seal of the Fish and Wildlife Service to be affixed at the City of Washington, District of Columbia, this 25th day of November, 1952.

(S.) Albert J. Rissman, Acting Chief, Branch of  
Lands, Fish and Wildlife Service.



[fol. 109] United States Department of Agriculture

Bureau of Biological Survey

STATE OF LOUISIANA,

County of Plaquemines: \_\_\_\_\_

Agreement for Purchase of Lands

Project No. \_\_\_\_\_

LB-LA-5-501

Tract No. 6

From

Juliette Leiter, D. B. Fulton and Alfred M. Rogers, as  
Executors and Trustees under the Last Will and Testa-  
ment of Joseph Leiter, Deceased.

To

The United States of America

Effective \_\_\_\_\_, 19\_\_\_\_

Acreage not less than 8,000 acres. Price, \$25,000 for entire tract

Location Plaquemines Parish

Reservations Mineral rights 10 years subject to extensions of 5 years each

Outstanding rights or essments

[fol. 110] United States Department of Agriculture  
Office of the Secretary

Agreement for the Purchase of Lands

This agreement, Made and entered into this 14th day of March, One Thousand Nine Hundred and Thirty Five, by and between Juliette Leiter, Darrow B. Fulton and Alfred M. Rogers, as Executors and Trustees under the Last Will and Testament of Joseph Leiter, deceased, hereinafter styled the vendors, for themselves, their heirs,

executors, administrators, successors, and assigns, and the United States of America.

*Witnesseth:*

1. In consideration of ~~One Dollar~~ (\$1.00) in hand paid by the United States, the receipt of which is hereby acknowledged, the vendors agree to sell to the United States for the price and upon the terms and conditions hereinafter set forth, the lands, tenements, and hereditaments, together with all the rights, essements, and appurtenances thereunto belonging, owned by them, and situate and lying in the Parish of Plaquemines, State of Louisiana and known as Leiter Tract, containing not less than 8,000 acres, and particularly described as follows:

[fol. 111] Frl Secs 11 to 17 & 19 Frl NW $\frac{1}{4}$  of Sec 20; E $\frac{1}{2}$  of Sec 20; Frl Secs 21 to 24 N of Main Pass; Frl Sec 26 N of Main Pass; Frl Secs 27 & 28; NW $\frac{1}{4}$  of Sec 29; Frl Sec. 30 & 32; E $\frac{1}{2}$  of Sec 33; S $\frac{1}{2}$  of SW $\frac{1}{4}$  of Sec 33; Frl E $\frac{1}{2}$  of NW $\frac{1}{4}$  of Sec 33; Frl NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec 33; Frl NE $\frac{1}{4}$  of Sec 34 N of Main Pass; Frl SE $\frac{1}{4}$  of Sec 34 E of Main Pass; SW $\frac{1}{4}$  of Sec 34; NW $\frac{1}{4}$  of Sec 34; All in T 20 S. R. 19 E. E of River.

Frl Sec 7 W of Main Pass; Frl NW $\frac{1}{4}$  of Sec 18 N of Main Pass in T 20 S. R. 20 E—Frl W $\frac{1}{2}$  of Sec 3 W of Main Pass; Frl Sec. 4; Frl NE $\frac{1}{4}$  of Sec 9 N of Main Pass; NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Sec 3; All in T 21 S. R. 13 E. E of River.

[fol. 112] The said lands are subject to the following easements:

(Railroad, public road, or other right of way, as pipe lines, telephones, telegraph, or electric power line)

2. The price at which said lands will be sold to the United States, as hereinbefore provided, shall be as follows:

(a) \$25,000 for all of said lands.

3. The vendors further covenant and agree that at the date of this instrument the title to the said lands is clear, free, and unencumbered, except as here noted:

Taxes for the calendar years 1934 and 1933.

The vendors further covenant that they have full right, power, and authority to convey, and that they will convey, to the United States the fee simple title thereto clear, free, and unencumbered, except subject to the following reservations:

The right to mine and remove, or to grant to others the right to mine and remove, all oil, gas and other valuable minerals which may be deposited in or under said lands, and to remove any oil, gas or other valuable minerals from the premises; the right to enter upon said lands at any time for the purpose of mining and removing said oil, gas and minerals, said right, subject to the conditions hereinafter set forth, to expire April 1, 1945, it being understood; however, that the vendors will pay to the United States of America, 5 per cent. of the gross proceeds received by them as royalties or otherwise from all oil or minerals so removed from in or under the aforescribed lands, until such time as the vendors shall have paid to the United States of America the sum of \$25,000.00, being the purchase price paid by said United States of America for the aforescribed properties.

[fol. 113] "Provided, that if at the termination of the ten (10) year period of reservation, it is found that such minerals, oil and gas are being operated and have been operated for an average of at least 50 days per year during the preceding three (3) year period to commercial advantage, then, and in that event the said right to mine shall be extended for a further period of five (5) years, but that the right so extended shall be limited to an area of twenty-five acres of land around each well or mine producing, and each well or mine being drilled or developed at time of first extension, to wit: April 1, 1945.

"Provided, that this said right to mine as previously stated shall be further extended from time to time for periods of five (5) years whenever operation during the preceding five (5) year period has been for an average of 50 days per year during this period, and

"Provided, that at the termination of the ten (10- year period of reservation, if not extended, or at the termination of any extended period in case the operation has not been carried on for the number of days stated, the right to mine shall terminate, and complete fee in the land become vested in the United States."

The reservation of the oil and mineral rights herein made for the original period of ten (10) years and for any extended period or periods in accordance with the above provisions shall not be affected by any subsequent conveyance of all or any of the aforementioned properties by the United States of America, but said mineral rights shall, subject to the conditions above set forth, remain vested in the vendors.

The vendors further covenant that they will do or suffer no act whereby such title may be diminished or encumbered; and further, that during the life of this instrument all necessary precautions will be taken to protect the property from damage by fire, trespass, or other causes.

4. The vendors will execute and deliver upon demand of the proper officials and agents of the United States, and without payment or the tender of the purchase price, a good and sufficient Trustees' deed conveying to the United States all of the title of the undersigned as Executors and Trustees under the Last Will and Testament of Joseph Leiter, deceased, in and to the said lands, said title to be of such character as to be satisfactory to the Attorney General.

[fol. 114] 5. The vendors further agree that during the period covered by this instrument officers and accredited agents of the United States shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful pur-



poses, including examination of said lands and the resources upon it.

6. In consideration whereof the United States of America covenants and agrees that it will purchase said lands at the price of \$25,000., the acreage to be ascertained by a survey to be made by and at the expense of the United States after reasonable notice to the vendors, and according to the horizontal measurements by the United States in the survey of public lands, or by recourse to the records of the General Land Office, or by both; and it further covenants and agrees that, after the execution, delivery, and recordation of the said deed and the signing of the usual Government voucher or vouchers there for, and after the Attorney General of the United States shall have approved the title thus vested in the United States, it will cause to be paid to the vendors the purchase price by a United States Treasury warrant or disbursing officer's check.

7. It is mutually understood and agreed that the United States will secure an abstract of the title to the property herein contracted to be sold without cost to the vendors.

8. It is understood and agreed that if the Attorney General determines that the title to said lands or any part thereof should be acquired by the United States by judicial proceedings, either to procure a safe title or to obtain title more quickly, or for any other reason, then the compensation to be claimed by the owners and the award to be made for said lands in said proceedings shall be upon the basis of the purchase price herein provided.

9. It is further understood and agreed that in the event the United States of America shall not within ninety (90) days after it has executed this agreement elect to accept such title as may be conveyed by the deed to be given by the vendors in accordance with Section 4, the United States of America will convey all of the aforescribed property back to the vendors by a quit claim deed.

[fol. 115] 10. While this agreement is primarily in-

tended to be made by the United States by and through the Secretary of Agriculture, yet it may be entered into by and through any other officer or agency of the United States authorized thereunto, and the optional rights hereby granted to enter into this agreement may be availed of by the United States through any other officer or agency authorized to purchase said lands.

11. It is further mutually agreed that the Secretary of Agriculture or other officer of the United States may upon 30 days written notice to the vendors terminate this agreement at any time.

12. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company (Section 3741, Revised Statutes, and Sections 114, 116, Act of March 4, 1909).

13. That this contract shall not be assigned in whole or in part.

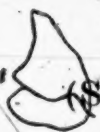
IN WITNESS WHEREOF, the vendors as Executors and Trustees under the Last Will and Testament of Joseph Leiter, deceased, have hereunto signed their names and affixed their respective seals, on the day first above written, with the understanding that this Agreement for Purchase cannot be executed by the Secretary of Agriculture until after it is reported to him for his consideration, and therefore the vendors for and in consideration of the \$1.00 hereinabove acknowledged as received, have and do hereby grant unto the United States of America, by and through the Secretary of Agriculture or any other officer or agency of the United States authorized to purchase said lands, the option and right to enter into this Agreement of Purchase within 120 days from the execution thereof by the vendors, and to purchase said lands as herein provided.

Witness as to the signatures of the vendors.

(S.) Juliette Leiter (L. S.), (S.) D. B. Fulton (L. S.),  
[fol. 116] (S.) Alfred M. Rogers, (L. S.), As  
Executors and Trustees under the Last Will and  
Testament of Joseph Leiter, deceased.

The Secretary of Agriculture has executed this agree-  
ment on behalf of the United States of America, and has  
caused the Seal of the Department of Agriculture to be  
hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_.

The United States of America, By — — —, Secre-  
tary of Agriculture.



(Seal of the Department of Agriculture)

STATE OF ILLINOIS,

County of Cook, ss.:

Be it remembered that on this 14th day of March in  
the year Nineteen Hundred and Thirty Five, before the  
subscriber, a notary public in and for the County of Cook,  
State of Illinois, appeared D. B. Fulton and Alfred M.  
Rogers, described in and who as Executors and Trustees  
under the Last Will and Testament of Joseph Leiter, de-  
ceased, executed the hereto annexed instrument of writing,  
dated March 14th, 1935, and the said D. B. Fulton and  
Alfred M. Rogers, acknowledged that they executed the  
said instrument freely for the purposes therein stated, and  
I further certify that the persons who made the said ac-  
knowledgment are known to me to be the persons described  
in and who executed the said instrument.

Given under my hand and official seal.

(S.) Eleanor E. Nedstrom, Notary Public; Eleanor  
E. Newstrom, Notary Public, Cook County, Ill.

[fol. 117] STATE OF ILLINOIS,

County of Cook, ss.:

Be it remembered that on this 14th day of March, in  
the year Nineteen Hundred and Thirty Five, before the  
Subscriber, a notary public in and for the County of Cook,  
State of Illinois, appeared Juliette Leiter, described in and

who as one of the Executors and Trustees under the Last Will and Testament of Joseph Leiter, deceased, executed the hereto annexed instrument of writing, dated March 14th, 1935, and the said Juliette Leiter, acknowledged that she executed the said instrument freely for the purposes therein stated, and I further certify that the person who made the said acknowledgment, is known to me to be the person described in and who executed the said instrument.

Given under my hand and official seal.

Eleanor E. Nedstrom, Notary Public, Cook County,  
Ill., (S.) Eleanor E. Nedstrom, Notary Public.

GRANT OF PRELIMINARY USE AND OCCUPATION—U. S. 2  
United States

Department of the Interior

Fish and Wildlife Service

Washington 25, D. C.

Pursuant to the Act of August 24, 1912 (37 Stat. 497, 5 U. S. C. 488), I hereby certify that the attached is a true copy of an instrument dated October 18, 1935, granting the United States the right to enter upon and use certain lands known as the Leiter Estate property, as the same appears of record in the Fish and Wildlife Service, United States Department of the Interior.

In Witness Whereof, I have hereunto subscribed my name and caused the seal of the Fish and Wildlife Service to be affixed at the City of Washington, District of Columbia, this 11th day of May, 1954.

[fol. 118] (S.) Albert J. Bissman, Acting Chief,  
Branch of Lands, Fish and Wildlife Service.

GRANT OF PRELIMINARY USE AND OCCUPATION

The Executors and Trustees of the Joseph Leiter Estate hereby grant to the United States of America the right and privilege to immediately enter upon and use the lands



known as the Leiter Estate property located in Plaquemines Parish, Louisiana, and embracing 8000 acres, more or less, which are under contract to be sold to the United States of America. This permission is granted in order that the United States may immediately establish the Delta Migratory Waterfowl Refuge by Executive Order.

The privilege herein granted at the request of the United States in order that the establishment of this refuge area be not delayed pending the vesting of title. No charge will be made for this preliminary use and occupation.

The right of entry is herein granted and accepted upon the understanding that in the event the United States of America does not make the payment required to be made for the above described property within thirty (30) days after conveyance of said property is tendered to the United States, that the United States will at the request of the Executors and Trustees of the Joseph Leiter Estate immediately surrender possession of said property to the Executors and Trustees of the Joseph Leiter Estate, and that at such time the property shall be in substantially [fol. 119] the same condition as it is at the time the United States enters upon the same under the right of entry herein granted.

Witnesses as to signatures:

(S.) Alvin H. Holm, (S.) Alvin H. Holm, (S.) Frances English, (S.) D. B. Fulton (L. S.), (S.) Alfred M. Rogers (L. S.), (S.) Juliette Leiter (L. S.), Executors and Trustees under the Last Will and Testament of Joseph Leiter, deceased.

Dated at Chicago, Illinois, this 18th day of October, 1935.

STATE OF ILLINOIS,

County of Cook, ss.:

Be it remembered that on this eighteenth day of October in the year Nineteen Hundred and Thirty-Five, before the subscriber, a Notary Public, in and for the County of Cook, State of Illinois, appeared D. B. Fulton and Alfred M. Rogers, described in and who as Executors and Trustees under the Last Will and Testament of Joseph Leiter, de-

ceased, executed the hereto annexed instrument of writing, and the said D. B. Fulton and Alfred M. Rogers acknowledged that they executed the said instrument freely for the purpose therein stated, and I further certify that the persons who made the said acknowledgment are known to me to be the persons described in and who executed the said instrument.

Given under my hand and official seal.

(S.) Eleanor E. Hedstrom, Notary Public.

STATE OF ILLINOIS,  
County of Cook, ss.:

Be it remembered that on this eighteenth day of October in the year Nineteen Hundred and Thirty-Five, before the subscriber, a Notary Public, in and for the County of Cook, State of Illinois, appeared Juliette Leiter, described in and who as one of the Executors and Trustees under the Last Will and Testament of Joseph Leiter, deceased, executed the hereto annexed instrument of writing, and the said [fol. 120] Juliette Leiter acknowledged that she executed the said instrument freely for the purposes therein stated, and I further certify that the person who made the said acknowledgment is known to me to be the person described in and who executed the said instrument.

Given under my hand and official seal.

(S.) Eleanor E. Hedstrom, Notary Public.

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RATIFICATION OF OPTION CONTRACT—U. S. 4

General Services Administration

National Archives and Records Service

The National Archives

To All To Whom These Presents Shall Come, Greeting:

I certify that the annexed copy, or each of the specified number of annexed copies, of each document listed below

is a true copy of a document in the official custody of the Archivist of the United States.

RG. 114 Records of Soil Conservation Service  
Vendor Case Files 1933-39, Louisiana, Ratification  
of Option Contract, F. S. A. File No. LB-LA-5-501,  
Tract No. 6, Vendor: Estate of Joseph Leiter.

In testimony whereof, I, Wayne C. Grover, Archivist of the United States, have hereunto caused the Seal of the National Archives to be affixed and my name subscribed by the Chief Archivist, Natural Resources Records Branch of the National Archives, in the District of Columbia, this 2nd day of October, 1953.

[fol: 121] (S.) Wayne C. Grover, Archivist of the United States. By: (S.) Oliver W. Holmes. File Room, Dec. 8, 1953.

### Ratification of Option Contract

FSA File No. LB-LA-5-501

Tract No. 6

Vendor: Estate of Joseph Leiter

Whereas, on March 14, 1935, Juliette Leiter, D. B. Fulton and Alfred M. Rogers, acting as the Executors and Trustees under the last will and testament of Joseph Leiter, deceased, executed an option agreeing to convey to the United States of America lands situate in Plaquemines Parish, Louisiana, to contain not less than 8,000 acres, for and in consideration of the sum of \$25,000 to be paid by the United States of America; and,

Whereas, on June 27, 1935, the United States of America mailed a notice of acceptance of the aforesaid offer to Mr. C. J. Tessier, 217 Carondelet Street, New Orleans, Louisiana, accepting the option above described on the terms and provisions stipulated therein; and,

Whereas, the preliminary opinion rendered by the Department of Justice on October 4, 1938, upon the title to the lands which are to be conveyed to the United States pur-

suant to the aforesaid option contract, finds the title to be vested in Thomas Leiter, and requires that these lands [fol. 122] be conveyed to the United States by warranty deed signed by the said Thomas Leiter; and,

Now, therefore, I, Thomas Leiter, do hereby adopt and ratify the aforesaid option contract and further signify my intention and willingness to execute a warranty deed in the form and at the time required by the Attorney General of the United States in fulfillment of the option contract above described.

Dated this 24th day of October, 1938.

(S.) Thomas Leiter.

AFFIDAVITS AND COPY OF DEED—U. S. 5

State of Louisiana

Parish of Plaquemines

Twenty-Fifth Judicial District Court

I, Allen L. Lobrano, Clerk of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, Louisiana—

Do hereby certify, that the above and foregoing are true and correct copies of the original documents, being transferred by Thomas Leiter to the United States of America, with map attached, and duly recorded in the Conveyance Records of the Parish of Plaquemines, Louisiana, in Conveyance Book 92, at Folio 468 on the 28th day of December, 1938.

In testimony whereof, I have hereunto set my hand and affixed the seal of this said Court, at Pointe-a-la-Hache, Louisiana, on this 7th day of May, in the year of our Lord One Thousand Nine Hundred and Fifty-four, and in the One Hundred and Seventy-eighth year of the Independence of the United States of America.

(S.) Allen L. Lobrano, Clerk.

[fol. 123] I, Bruce Nunez, presiding Judge of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, do hereby certify, that—Allen L. Lobrano—



is the Clerk of said Court, and the same is a Court of Record having probate jurisdiction, and that the signature, Allen L. Lobrano, Clerk to the foregoing certificate is in the proper handwriting of him, the said Allen L. Lobrano, Clerk to his official act as such, full faith and credit are due and owing; and I do further certify that his attestation is in due form of law.

Given under my hand at Pointe-a-la-Hache, Louisiana, on the 7th day of May, in the year of our Lord One Thousand Nine Hundred and Fifty-four.

(S.) Bruce Nunez, Presiding Judge.

I, Allen L. Lobrano, Clerk of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, do hereby certify that Bruce Nunez whose signature appears to the foregoing certificate, is now, and was at the time of signing the same, presiding Judge of the Twenty-fifth Judicial District Court for the Parish of Plaquemines, duly appointed and commissioned and qualified as such, and that said attestation is in due form of law.

Witness my hand and the seal of said Court, this 7th day of May, 1954.

(S.) Allen L. Lobrano, Clerk.

Know all men by these presents that I, Thomas Leiter, of full age and majority, and a resident of Washington, D. C., do by these presents, grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which I have or may have against all preceding owners and vendors unto the United States of America, and its assigns, all and singular, the following described property, situate in [fol. 124] the Parish of Plaquemine-, State of Louisiana:

Part of the fractional Southeast Quarter (frl. SE $\frac{1}{4}$ ) of fractional Section Ten (10); part of the Southeast Quarter of the fractional Northeast Quarter (SE $\frac{1}{4}$  Frl. NE $\frac{1}{4}$ ) and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Eleven (11); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Sec-

tion Twelve (12); all of fractional Section Thirteen (13) lying Northwest of Main Pass; all of Section Fourteen (14); part of the North one-half ( $N\frac{1}{2}$ ) and all of the South one-half ( $S\frac{1}{2}$ ) of Section Fifteen (15); part of the Southeast Quarter of the Northeast Quarter ( $SE\frac{1}{4} NE\frac{1}{4}$ ), part of the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4} NW\frac{1}{4}$ ), and part of the South one-half ( $S\frac{1}{2}$ ) of fractional Section Sixteen (16); part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the fractional Northeast Quarter ( $NE\frac{1}{4}$ ), and part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of fractional Section Seventeen (17) part of the North one-half ( $N\frac{1}{2}$ ), and all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Nineteen (19), lying Northeast of the 40 Arpent Line; part of the North one-half ( $N\frac{1}{2}$ ), and all of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty (20); all of Section Twenty-one (21); all of Section Twenty-two (22); all of the North one-half ( $N\frac{1}{2}$ ), and all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Twenty-three (23), lying Northwest of Main Pass; all of fractional Section Twenty-four (24) lying Northwest of Main Pass; all of fractional Section Twenty-six (26), lying Northwest of Main Pass; all of Section Twenty-seven (27); all of Section Twenty-eight (28); the fractional Northeast Quarter ( $NE\frac{1}{4}$ ) of fractional Section Thirty (30), lying Northeast of the 40-Arpent Line; the fractional West one-half of the Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4}$ ) and the fractional Northwest Quarter ( $NW\frac{1}{4}$ ) of fractional Section Thirty-two (32), lying Northeast of the 40-Arpent Line; the East one-half ( $E\frac{1}{2}$ ), the East one-half of the West one-half ( $E\frac{1}{2} W\frac{1}{2}$ ), and the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4} SW\frac{1}{4}$ ), of Section Thirty-three (33); the West one-half ( $W\frac{1}{2}$ ); and the fractional East one-half ( $E\frac{1}{2}$ ) of fractional Section Thirty-four (34) lying Northwest of Main Pass; all of the above described lands being in Township Twenty (20) South, Range Nineteen (19) East, of the St. Helena Meridian.

Part of fractional Section Seven (7), lying Northwest of Main Pass, and all of the fractional North one-half ( $N\frac{1}{2}$ ) of fractional Section Eighteen (18)

lying Northwest of Main Pass, all in Township lying [fol. 125] Northwest of Main Pass, all in Township Twenty (20) South, Range Twenty (20) East, of the St. Helena Meridian.

All of Fractional Section Three (3) lying Northwest of Main Pass; all of fractional Section Four (4) lying Northeast of the 40 Arpent Line; and fractional Section Nine (9) lying Northeast of the 40-Arpent Line and Northwest of Main Pass; all in Township Twenty-one (21) South Range Nineteen (19) East, of the St. Helena Meridian.

All of the above described lands being bounded on the Southwest in part by the 40-Arpent Line, or the Northeast boundary of the Radial Sections, bounded on the southeast in part by the northwest or left bank of Main Pass, and bounded on the north by the south boundary of lands now or formerly owned by the Grand Prairie Levee District and being more particularly described as follows:

Beginning at the Northwest corner of fractional Section 19, T 20 S, R 19 E, thence S  $0^{\circ} 01' E$  44.15 chs. to a point on the 40-Arpent Line, thence S  $42^{\circ} 47' E$  5.94 chs., thence S  $41^{\circ} 23' E$  13.95 chs., thence S  $40^{\circ} 14' E$  13.95 chs., thence S  $37^{\circ} 27' E$  13.11 chs. to the intersection of the division line between fractional Sections 19 and 30, T 20 S R 19 E, with the 40-Arpent Line, thence East 9.76 chs. to the quarter corner between fractional Sections 19 and 30, T 20 S, R 19 E. thence South 12.19 chs. to the 40-Arpent Line, thence S  $40^{\circ} 23' E$  13.12 chs. thence S  $42^{\circ} 58' E$  5.48 chs., thence S  $42^{\circ} 58' E$  8.47 chs., thence S  $44^{\circ} 23' E$  10.68 chs. to the intersection of the center line of Section 30 T 20 S. R 19 E, with the 40-Arpent Line, thence East 14.48 chains along the center line of said Section 30 to the Southeast corner of the NE  $\frac{1}{4}$  of said Section 30, T 20 S, R 19 E. thence North 40 chs. to the Southeast corner of fractional Section 19, T 20 S, R 19 E, thence North 40 chs. to Northeast corner of the SE  $\frac{1}{4}$  of said fractional Section 19 T 20 S, R 19 E, thence East 40 chs. to the center of Section 20, T 20 S, R 19 E, thence South 40 chs. to the Quarter corner between Section 20 and fractional Section 29, T 20 S. R 19 E.

thence East 40 chs. to the Northeast corner of Fractional Section 29, T 20 S. R 19 E. thence South 80 chs. along the division line between Section 28 and fractional Section 29, T 20 S, R. 19 E, to the southeast corner of fractional Section 29 T 20 S, R 19 E, thence East 20 chs. along the division line between Sections 28 and 33, T 20 S. R 19 E, thence South 60 chs. to the Northeast corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of [fol. 126] Section 33, T 20 S, R 19 E, thence West 20 chs. to the NW corner of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 33, T 20 S, R 19 E, thence S 0° 01' W 20 chs. to the Southwest corner of said Section 33, T 20 S, R 19 E, thence South 6.24 chs. to a point on the 40-Arpent Line, thence S 32° 00' E 11.18 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., thence S 28° 00' E 13.97 chs., thence S 25° 00' E 4.93 chs., thence S 25° 00' E 9.07 chs., thence S 25° 00' E 14.00 chs., thence S 25° 26' E 14.00 chs., thence S 27° 00' E 14.00 chs., thence S 27° 00' E 10.99 chs. to the intersection of the 40-Arpent Line with the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 22.74 chs. to the point of intersection of the division line between fractional Sections 9 and 10, T 21 S, R 19 E lying Northwest of Main Pass with the left bank of Main Pass, thence North 34.68 chs. to the Southeast corner of fractional Section 4, T 21 S, R 19 E, thence East 14.98 chs. along the division line between fractional Sections 3 and 10, T 21 S, R 19 E lying Northwest of Main Pass, to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 157.71 chs. to the intersection of the division line between fractional Sections 34 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 16.37 chs. to the Southeast corner of Section 27, T 20 S, R 19 E, thence East along the division line between fractional Sections 26 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, 14.41 chs. to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 241.07 chs. to the intersection of the division line between fractional sec-



tion 13 T 20 S, R 19 E and fractional Section 18, T 20 S, R 20 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 11.93 chs. along said division line to the Southeast corner of the NE $\frac{1}{4}$  of said fractional Section 13, T 20 S, R 19 E, thence East 14.49 chs. along the center line of fractional Section 18 T 20 S, R 20 E to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 106.38 chs. to an inch and a quarter (1 $\frac{1}{4}$ " ) iron pipe embedded in a terra cotta pipe, and supported by a concrete base marked "2" and a U. S. B. S. standard concrete post marked "22, R 20 E, T 20 S., S.7 SMC 1936" and situate on the left bank of Main Pass in the eastern boundary of fractional Section 7, T 20 S, R 19 E., Northwest of Main Pass, from which iron pipe, U. S. C. & G. S. triangulation station "main" bears S 23° 22' W. 25.73 chs. distant, and also from said iron pipe, the intersection of the line [fol. 127] between fractional Section 7 and 18 T 20 S, R 20 E bears South 19° 17' W 57.84 chs. distant; thence from said iron pipe and passing within said fractional Section 7, T 20 S, R 20 E, N 13° 33' W 10.63 chs., thence N 45° 08' W 10.91 chs.; thence N 72° 09' W 12.21 chs., thence S 56° 14' W 6.85 chs., thence S 33° 01' W. 6.90 chs., thence N 77° 45' W 15.99 chs., thence S 74° 36' W 5.83 chs., thence S 74° 31' W. 8.06 chs. to a point on the division line between fractional Section 7, T 20 S, R 20 E and Section 12 T 20 S, R 19 E, thence passing within Section 12, T 20 S, R 19 E, S 74° 31' W 3.73 chs., thence S 34° 38' W 10.73 chs. thence S 71° 28' W 3.62 chs., thence N 65° 17' W 26.26 chs., thence S 78° 36' W 11.04 chs., thence S 78° 18' W 2.03 chs., thence N. 42° 49' W 5.20 chs., thence S 75° 49' W 26.12 chs., thence S 39° 55' W 2.16 chs., to a point on the division line between fractional Section 11 and Section 12, T 20 S, R 19 E, thence passing within said fractional Section 11, T 20 S, R 19 E S 39° 55' W 15.39 chs., thence S 10° 43' W 13.98 chs., thence N 88° 59' W 14.01 chs., thence S 44° 28' W 24.58 chs., thence S 86° 36' W 22.94 chs., thence N 83° 28' W 8.50 chs., thence S 50° 27' W 5.79 chs. to a point on the division line between fractional Sec-

tions 10 and 11, T 20 S, R 19 E, thence passing within said fractional Section 10, T 20 S, R 19 E, S  $59^{\circ} 27' W$  13.82 chs., thence S  $67^{\circ} 01' W$  14.56 chs., thence S  $67^{\circ} 02' W$  2.06 chs. to a point on the division line between fractional Section 10 and Section 15 T 20 S, R 19 E, thence passing within said Section 15, T 20 S, R 19 E S  $67^{\circ} 02' W$  0.16 chs., thence S  $66^{\circ} 55' W$  8.76 chs., thence S  $40^{\circ} 03' W$  28.64 chs., thence S  $75^{\circ} 16' W$  23.94 chs., thence S  $20^{\circ} 27' W$  7.30 chs., to a point on the division line between Section 15 and fractional Section 16, T 20 S, R 19 E, thence passing within fractional Section 16, T 20 S, R 19 E S  $20^{\circ} 27' W$  2.70 chs., thence S  $20^{\circ} 52' W$  6.81 chs., thence S  $41^{\circ} 43' W$  21.86 chs., thence N  $50^{\circ} 29' W$  22.39 chs., thence N  $86^{\circ} 26' W$  13.74 chs., thence N  $86^{\circ} 18' W$  14.98 chs., thence N  $61^{\circ} 06' W$  19.05 chs. to a point on the division line between fractional Sections 16 and 17, T 20 S, R 19 E, thence passing through said fractional Section 17, T 20 S, R 19 E, N  $61^{\circ} 06' W$  6.66 chs., thence S  $58^{\circ} 15' W$  18.82 chs., thence S  $18^{\circ} 15' W$  21.63 chs., thence S  $17^{\circ} 27' W$  2.54 chs., thence S  $18^{\circ} 28' W$  6.16 chs., thence S  $33^{\circ} 01' W$  7.49 chs. to a point on the division line between fractional section 17 and Section 20, T 20 S, R 19 E, thence passing within said Section 20 T 20 S, R 19 E, S  $33^{\circ} 01' W$  2.07 chs. thence [fol. 128] S  $32^{\circ} 59' W$  28.40 chs., thence S  $72^{\circ} 28' W$  24.82 chs., thence N  $52^{\circ} 58' W$  5.47 chs., to a point on the division line between fractional Section 19 and Section 20, T 20 S, R 19 E, thence passing within said fractional Section 19, T 20 S, R 19 E N  $52^{\circ} 58' W$  3.35 chs., thence N  $52^{\circ} 59' W$  4.87 chs. thence N  $52^{\circ} 58' W$  10.88 chs. thence N  $52^{\circ} 56' W$  4.33 chs., thence N  $71^{\circ} 01' W$  47.91 chs. to a point on the division line between Section 18 and fractional Section 19, T 20 S, R 19 E, thence N  $89^{\circ} 56' W$  16.02 chs., to the point of beginning, being the northwest corner of fractional section 19, T 20 S, R 19 E.

Also, in addition to the lands described above, a tract of land described as follows:

Beginning at the Southeast corner of the  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$  of fractional Section 29, T 20 S, R 19 E, thence

passing within fractional Section 32, T 20 S, R 19 E, south 39.99 chains, thence West 9.67 chains to a point on the 40-Arpent Line, thence N 33° 30' W 3.88 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 39° 39' W 3.06 chs., to the intersection of the division line between fractional Sections 29 and 32, T 20 S, R 19 E, within the 40-Arpent Line, thence along said division line S 89° 59' E 37.86 chs. to the point of beginning.

All of the above described lands contain in the aggregate 8,711 acres, more or less, all in accordance with map or survey of United States Department of Agriculture, Bureau of Biological Survey, dated November 27, 1937, attached hereto.

To have and to hold the above described property unto the said purchaser the United States of America, and its assigns forever. This sale is made and accepted for and in consideration of the price and sum of Twenty Five Thousand Dollars (\$25,000.00) cash, which the said purchaser has well and truly paid in ready and current money to the said Thomas Leiter, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

[fol. 129] The Vendor reserves from this sale the right to mine and remove, or to grant to others the right to mine and remove, all oil, gas and other valuable minerals which may be deposited in or under said lands, and to remove any oil, gas or other valuable minerals from the premises; the right to enter upon said lands at any time for the purpose of mining and removing said oil, gas and minerals, said right, subject to the conditions hereinafter set forth, to expire April 1, 1945, it being understood, however, that the vendors will pay to the United States of America, 5% of the gross proceeds received by them as royalties or otherwise from all oil or minerals so removed from in or under the aforescribed lands, until such time as the vendors shall have paid to the United States of America, the sum of \$25,000, being the purchase price paid by said United States of America for the aforescribed properties.

Provided, that if at the termination of the ten (10) year period of reservation, it is found that such minerals, oil and gas are being operated and have been operated for an average of at least 50 days per year during the preceding three (3) year period to commercial advantage, then, and in that event, the said right to mine shall be extended for a further period of five (5) years, but that the right so extended shall be limited to an area of twenty-five acres of land around each well or mine producing, and each well or mine being drilled or developed at time of first extension, to-wit: April 1, 1945.

Provided, that this said right to mine as previously [fol. 130] stated shall be further extended from time to time for periods of five (5) years whenever operation during the preceding five (5) year period has been for an average of 50 days per year during this period, and

Provided that at the termination of the ten (10) year period of reservation, if not extended, or at the termination of any extended period in case the operation has not been carried on for the number of days stated, the right to mine shall terminate, and complete fee in the land become vested in the United States.

The reservation of the oil and mineral rights herein made for the original period of ten (10) years and for any extended period or periods in accordance with the above provisions shall not be affected by any subsequent conveyance of all or any of the aforementioned properties by the United States of America, but said mineral rights shall, subject to the conditions above above set forth, remain vested in the vendors.

All taxes up to and including the taxes due and exigible in 1937 have been paid.

I declare that I have never been married.

In witness whereof I have hereunto signed this instrument in duplicate this 21st day of December, 1938 at War-enton, Va. in the presence of Arthur W. R. Chaington and John A. Hinckley competent witnesses, who have hereunto signed their names with me.

(S.) Thomas Leiter, Thomas Leiter.

[fols. 131-146]. Witness: (S.) Arthur W. R. Chaington, (S.) John A. Hickley.



STATE OF VIRGINIA,  
County of Fauquier:

Be it remembered that this 21st day of December, 1938, before the subscriber a Notary Public in and for the County of Fauquier State of Virginia appeared Thomas Leiter, who declared that he is the person described in the foregoing instrument and that he acknowledges that the executed said instrument freely and for the purposes therein stated, and I further certify that the person who made the said acknowledgment is known to me as the person described in and who executed the said instrument.

Given under my hand and official seal.

(S.) Claude C. Colvin, Notary Public.

STATE OF VIRGINIA,  
County of Fauquier:

Be it remembered that this 21st day of December, 1938, before the subscriber, a Notary Public in and for the County of Fauquier, State of Virginia appeared Arthur W. R. Calington and John A. Hinckley who acknowledged that they signed the above and foregoing instrument as witnesses and stated to me, Notary, that the said Thomas Leiter executed said instrument before them in their capacities as witnesses, and I further certify that said appearers are known to me as the persons who witnessed the execution of said instrument.

Given under my hand and official seal.

(S.) Claude C. Colvin, Notary Public.

Recorded Parish of Plaquemine-  
on this 28th day of December, 1938  
in C. O. B. No. 92 Folio 468  
of this Parish

(S.) A. L. Lobrano, Clerk of Court.

(Map annexed hereto transmitted in original)

[fol. 147] LEASE OF OIL AND GAS LANDS—U. S. 7

4-207

(Oct. 1952)

United States Department of the Interior

Bureau of Land Management

Washington 25, D. C.

ARC

JF

Sep. 22, 1953

I hereby certify that the annexed photostatic copy of Oil and Gas Lease No. 031045, BLM, is a true and literal exemplification of the record on file in this office in my custody.

In testimony whereof, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

(S.) Oscar E. Collins, Chief, Copy Records Section.

[fol. 148] Form 4-1097

(Jan. 1948)

United States Department of the Interior

Bureau of Land Management

Noncompetitive

Acquired Lands

Serial B. L. M.-F. W. 013045

Louisiana

Lease of Oil and Gas Lands Under the Act of August 7, 1947 (61 Stat. 913)

This Indenture of Lease, entered into, in triplicate, and to take effect as of March 1, 1949 by and between the United States of America, through the Bureau of Land Management hereinafter called the lessor, and Allen L. Lobrano, Pointe a la Hache, Louisiana, party of the second part, hereinafter called the lessee, under, pursuant, and subject

to the terms and provisions of the act of August 7, 1947 (61 Stat. 913), hereinafter referred to as the act, and to all reasonable regulations thereunder which are now or hereafter shall be in force, which are made a part hereof. Witnesseth:

Section 1. *Rights of Lessee*—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits owned by the lessor except helium gas in or under the following-described tracts of land situated in

*Description*

T. 20 S., R. 19 E., St. Helena Mer. Louisiana, *Interest of the United States*

sec. 10, that portion of the SE $\frac{1}{4}$  lying in oil and

South and East of the Leither Estate gas\*

Boundary.

sec. 11, all of Section lying South and East of the Leiter Estate Boundary.

All

sec. 15, all of Section lying South and East of the Leiter Estate Boundary.

sec. 16, all of Section lying South and East of the Leiter Estate Boundary.

sec. 17, that portion of the SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  lying South and East of the Leiter Estate Boundary.

sec. 19, all of Section lying South of the Leiter Estate Boundary.

[fol. 149] Sec. 20, E $\frac{1}{2}$  of Sec.; that portion of the NW $\frac{1}{4}$  lying South and East of the Leiter Estate Boundary.

sec. 21, N $\frac{1}{2}$  of N $\frac{1}{2}$ . sec. 30, all of fractional Section.

containing 2341.00 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines,

\* If the interest of the United States in the oil and gas proves to be larger or smaller than the interest stated, the rentals and royalties payable by the lessee shall be increased or decreased proportionately.

pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

[fol. 150] Sec. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) *Bonds*.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the \$1 per acre annual rental, but not less than \$1,000 nor more than \$5,000 upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a \$1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

(b) *Cooperative or unit plan*.—Within 30 days of demand, or if the land is within an approved unit plan, in the event such a plan is terminated prior to the



expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

\*(c) *Wells*.—(1) To drill and produce all well necessary to protect the leased land from drainage, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary. (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

[fol. 151] (d) *Rentals and royalties*.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the

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\* That no wells be drilled within the described lands except with the consent, in writing, of the Secretary of the Interior upon advice of the Fish and Wildlife Service as prescribed in 43 CFR 192.9 (12 F. R. 7334).

lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) *Contracts for disposal of products.*—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

(f) *Statements, plats, and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amounts used for production

purposes or unavoidably lost; a plat showing development work and improvements on the leased lands and a report with respect to stockholders, investment, depreciation, and costs.

(g) *Well records*.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) *Inspection*.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) *Payments*.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the Director of the Bureau of Land Management, Washington 25, D. C.

(j) *Diligence—Prevention of waste—Health and safety of workmen*.—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on

failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; Provided, that the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages—Freedom of purchase.*—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Nondiscrimination.*—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require [fol. 153] an identical provision to be included in all subcontracts.

(m) *Assignment of oil and gas lease or interest therein.*—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) *Pipe lines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, natural gasoline, or other prod-



ucts obtained under a lease or permit granted by the United States.

(o) *Reserved deposits.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Overriding royalties.*—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 per cent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(q) *Deliver premises in cases of forfeiture.*—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

(r) *Reserved lands.*—If any of the land included in this lease is reserved or designated for any particular purpose, the lessee shall conduct operations hereunder in conformity with such requirements as may be made by the appropriate agency official for the protection and use of the land for the purpose for which it was reserved or designated, so far as may be consistent with the use of the land for the purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(s) *Protection of property.*—To conduct all operations authorized by this lease with due regard for [fol. 154] good land management; not to cut or destroy timber without first obtaining permission from the appropriate agency official, and to pay for all such timber cut or destroyed at rates prescribed by such official; to avoid unnecessary damage to improvements, timber, crops or other cover; whenever prac-

ticable, to control soil erosion resulting from the operation; *the* prevent pollution of soil and water resources; unless otherwise authorized by the appropriate agency official, not to drill any, well within 200 feet of any building standing on the leased land; whenever required in writing to fence all sump holes and other excavations made by lessee; and unless otherwise authorized by such official, to bury all pipe lines below plow depth.

(t) *Forest, brush and grass fire precautions.*—To do all in his power to prevent and suppress forest, brush or grass fires on the leased land and in its vicinity, and to require his employees, contractors and subcontractors and employees of contractors and subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of the appropriate agency official for the purpose of fighting forest brush, or grass fires, with the understanding that payment for such services shall be made at rates to be determined by the official which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character; *Provided*, That if the lessee, his employees, contractors, subcontractors, or employees of contractors or subcontractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the appropriate agency official, the lessee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the leased area except at established camps, and shall enforce this prohibition by all means within his power; *Provided*, That the appropriate agency official may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose

of *hearing* lunches and where, at the option of the lessee smoking may be permitted.

The lessee shall not burn rubbish, trash, or other inflammable material except with the consent of the appropriate agency official and shall not use explosives in such manner as to scatter inflammable materials on the surface of the land during the forest, brush, or grass fire season, except as authorized to do so or on areas approved by such official.

The lessee shall build or construct such fire lines or do such clearing on the leased land as the appropriate agency official decides is necessary for forest, brush, and grass fire prevention and shall maintain such fire [fol. 155] tools at his headquarters on the leased land as are deemed necessary by such official.

(u) *Damage to property.*—To pay the lessor or his tenant, as the case may be, for any and all damage to or destruction of property caused by lessee's operations hereunder; to save and hold the lessor harmless from all damage or claims for damage to persons or property resulting from the lessee's operations under this lease; and where the surface of the leased land is owned by other than the lessor, to pay such owner, or his tenant, as the case may be, for damage or injury to live stock, crops, trees, pipe lines, buildings, and other improvements on the leased land.

(v) *Restoration of surface of land.*—Upon any partial or total relinquishment, cancellation or expiration of lease, lessee shall, as to that part of the leased land as to which his rights have terminated, and to the extent deemed necessary by the appropriate agency official fill all sump holes, ditches and other excavations, remove or cover all debris, and shall, so far as reasonably possible, restore the surface of the leased land to its former condition.

(w) *Appropriate agency official.*—To address all matters relating to this section to *Delta National Wildlife Refuge, Fish and Wildlife Service, at Washington 25, D. C.*, who is hereby appointed the appropriate official of the United States agency having control of the land.

(x) *Local agent.*—To appoint and maintain at all

times during the term of this lease a local agent upon whom may be served written orders or notices respecting matters contained in this section, and within 15 days after the date of this lease to inform the appropriate agency official, in writing the name and address of such agent. If a substitute agency is appointed, lessee shall immediately so inform the said official.

(y) *Water wells.*—In case the lessee strikes water while drilling instead of oil or gas or abandons a well drilled as a water well, the right to purchase the casing in any such well at the reasonable salvage value thereof is expressly reserved by the United States.

[fol. 156] Sec. 3. The lessor expressly reserves:

(a) *Rights reserved—Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—The ownership and the right to extract helium from all gas produced under this lease,



subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide; upon the residue shall be returned to the lessor with no substantial delay in the delivery of gas from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181 et seq.), as amended, to take royalties in amount or in value of production.

(f) *Fissionable materials.*—All fissionable source materials, together with the right, at any and all times, to enter upon the lands and prospect for, mine and remove such materials, pursuant to Executive Order 9908 (12 F. R. 8223).

**Sec. 4. Undivided fractional interest.**—Where the interest of the United States in the oil and gas underlying [fol. 157] any tract or tracts described in section 1 hereof is an undivided fractional interest, the following terms and conditions shall apply:

(a) **Rentals and royalties payable on account of each such tract shall be in the same proportion to the rentals and royalties provided for in the schedule attached to this lease as the undivided fractional interest of the United States in the oil and gas underlying such tract is to the full fee simple interest.**

(b) **If, during the period this lease is in effect, the**

lessee owns or holds under lease other undivided fractional interests in oil and gas underlying such tract, the right of the lessor to extract helium in accordance with section 3 (d) of this lease shall extend to all gas produced on the basis of such ownership or lease.

**Sec. 5. *Drilling and producing restrictions.***—It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

**Sec. 6. *Surrender and termination of lease.***—The lessee may surrender this lease or any legal subdivision thereof by filing with the Director, Bureau of Land Management, Washington, D. C., a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

**Sec. 7. *Purchase of materials, etc., on termination of lease.***—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of

an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price [fol. 158] therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

*Sec. 8. Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with the act, and all materials, tools, machinery, appliances, structures, equipment and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in accordance with the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

**Sec. 9. *Heirs and successors in interest***—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

**Sec. 10. *Unlawful interest***—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office; and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Section 3741 of the Re- [fol. 159] vised Statutes of the United States, and Sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

In Witness Whereof:

° The United States of America, For the Director.

(S.) Herbert L. Brooks, Chief, Branch of Minerals, Division of Adjudication. (S.) Allen L. Lobrano.

On behalf of the United States this lease is hereby re-executed effective as of the date of the lease.

(S.) Marion Clawson, Director, Bureau of Land Management.

(S.) A. A. Bargar, 726 Fern St., New Orleans 18, La.  
(S.) Harris S. Anderson, 316 Oakley Drive, Shreveport, La. Witnesses to signature of Lessee.



[fol. 160]

## SCHEDULE "A"

## Rentals and Royalties

*Rentals.*—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(b) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, \$1 per acre.

(2) On the lands committed to an approved co-operative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

[fol. 161] *Minimum royalty.*—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of \$1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of \$1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

*Royalty on production.*—To pay the lessor 12½ per cent

royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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[fols. 161A-191] CLERK'S NOTE RE MINERAL LEASES

"The following additional mineral leases have not been printed for the reason that they are of like purport to the mineral lease which has just been set forth:

(a) Mineral lease from the United States to Frank J. Lobrano dated March 1, 1949 (pages 132-146 of the certified transcript);

(b) Mineral lease from the United States to Allen L. Lobrano (pages 162-176 of the certified transcript); and

(c) Mineral lease from the United States to Allen L. Lobrano dated March 1, 1949 (pages 177-191 of the certified transcript)."

[fol. 192] COPY OF COMPLAINT FILED IN TWENTY-FIFTH  
JUDICIAL DISTRICT COURT—U. S. 15

TWENTY-FIFTH JUDICIAL DISTRICT COURT, STATE OF LOUISIANA,  
PARISH OF PLAQUEMINES

(S.) Pauline C. Hebert, Deputy Clerk.

No. 3282

Filed August 13, 1953

THE LEITER MINERALS, INC.

VS.

THE CALIFORNIA COMPANY, ET AL.

To The Honorable, The Judge of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines:

The petition of The Leiter Minerals, Inc., a Louisiana corporation domiciled in Calcasieu Parish, Louisiana, appearing herein through its President, W. John Tessier, and its Vice-president, Mrs. Thomas Leiter, hereinafter sometimes designated "petitioner", with respect represents that:

1

Defendants are:

The California Company, a corporation organized and existing under and by virtue of the laws of the State of California, but authorized to do and actually doing business in the State of Louisiana, with Lucius M. Lamar, New Orleans, Louisiana, as its registered agent for the service of legal process in the State of Louisiana; and Allen L. Loblano, a resident of Plaquemines Parish, Louisiana.

[fol. 193]

2

Petitioner is the true and lawful owner of the following described real right, and immovable property, hereinafter set forth and described, to-wit:

All of the oil, gas and other minerals, and all of the oil, gas and mineral rights in, on or that may be under

the following described land located in Plaquemines Parish, Louisiana, to-wit:

Part of the fractional Southeast Quarter (frl. SE $\frac{1}{4}$ ) of fractional Section Ten (10); part of the Southeast Quarter of the fractional Northeast Quarter (SE  $\frac{1}{4}$  Frl. NE $\frac{1}{4}$ ) and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Eleven (11); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Twelve (12); all of fractional Section Thirteen (13) lying Northwest of Main Pass; all of Section Fourteen (14); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Fifteen (15); part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ), part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ), and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Sixteen (16); part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the fractional Northeast Quarter (NE $\frac{1}{4}$ ), and part of the Southeast Quarter (SE $\frac{1}{4}$ ) of fraction Section Seventeen (17); part of [fol. 194] the North one-half (N $\frac{1}{2}$ ), and all of the fractional South one-half (S $\frac{1}{2}$ ) of fractional Section Nineteen (19), lying Northeast of the 40 arpent Line; part of the North one-half (N $\frac{1}{2}$ ), and all of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty (20); all of Section Twenty-one (21); all of section Twenty two (22) all of the North one-half (N $\frac{1}{2}$ ), and all of the fractional South one-half (S $\frac{1}{2}$ ) of fractional Section Twenty-three (23); lying Northwest of Main Pass; all of fractional Section Twenty-four (24) lying Northwest of Main Pass; all of fractional Section Twenty-six (26), lying Northwest of Main Pass; all of Section Twenty seven (27); all of Section Twenty-eight (28); the fractional Northeast Quarter (NE $\frac{1}{4}$ ) of fractional Section Thirty (30), lying Northeast of the 40-arpent Line; the fractional West one-half of the Northeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ) and the fractional Northwest Quarter (NW $\frac{1}{4}$ ) of fractional Section Thirty-two (32), lying Northeast of the 40-Arpent Line; the East one-half (E $\frac{1}{2}$ ), the East one-half of the West one-half



( $E\frac{1}{4}$   $W\frac{1}{4}$ ), and the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4}$   $SW\frac{1}{4}$ ); of Section Thirty-three (33); the West one-half ( $W\frac{1}{2}$ ), and the fractional East one-half ( $E\frac{1}{2}$ ) of fractional Section Thirty four (34) lying Northwest of Main Pass: all of the above described lands being in Township Twenty (20) South, Range Nineteen (19) East, of the St. Helena Meridian.

Part of fractional Section Seven (7), lying Northwest of Main Pass, and all of the fractional North one-half ( $N\frac{1}{2}$ ) of fractional Section Eighteen (18) lying Northwest of Main Pass, all in Township Twenty (20) South, Range Twenty (20) East, of the St. Helena Meridian.

All of Fractional Section Three (3) lying Northwest of Main Pass; all of fractional Section Four (4) lying Northeast of the 40-Arpent Line; and fractional Section Nine (9) lying Northeast of the 40-Arpent Line and Northwest of Main Pass: all in Township Twenty-one (21) South Range Nineteen (19) East, of the St. Helena Meridian.

All of the above described lands being bounded on the Southwest in part by the 40-Arpent Line, or the Northeast boundary of the Radial Sections, [fol. 195] bounded on the southeast in part by the northwest or left bank of Main Pass, and bounded on the north by the south boundary of lands now or formerly owned by the Grand Prairie Levee District and being more particularly described as follows:

Beginning at the Northwest corner of fractional Section 19, T 20 S. R 19 E, thence S  $0^{\circ} 01'$  E 44.15 chs. to a point on the 40-Arpent Line, thence S  $42^{\circ} 47'$  E 5.94 chs., thence S  $41^{\circ} 23'$  E 13.95 chs., thence S  $40^{\circ} 14'$  E 13.95 chs., thence S  $37^{\circ} 27'$  E 13.11 chs. to the intersection of the division line between fractional Sections 19 and 30, T 20 S, R 19 E, with the 40-Arpent Line, thence East 9.76 chs. to the quarter corner between fractional Sections 19 and 30, T 20 S, R 19 E, thence South 12.19 chs. to the 40-Arpent Line, thence S  $40^{\circ}$

23' E 13.12 chs. thence S 42° 58' E 5.48 chs., thence S 42° 58' E 8.47 chs., thence S 44° 23' E 10.68 chs. to the intersection of the center line of Section 30 T 20 S, R 19 E with the 40-Arpent Line, thence East 14.48 chains along the center line of said Section 30 to the Southeast corner of the NE $\frac{1}{4}$  of said Section 30, T 20 S, R 19 E, thence North 40 chs. to the Southeast corner of fractional Section 19, T 20 S, R 19 E, thence North 40 chs. to Northeast corner of the SE $\frac{1}{4}$  of said fractional Section 19 T 20 S, R 19 E, thence East 40 chs. to the center of Section 20, T 20 S, R 19 E, thence South 40 chs. to the Quarter corner between Section 20 and fractional Section 29, T 20 S, R 19 E, thence East 40 chs. to the Northeast corner of Fractional Section 29, T. 20 S, R 19 E, thence South 80 chs. along the division line between Section 28 and fractional Section 29, T 20 S, R 19 E, to the southeast corner of fractional Section 29, T 20 S, R 19 E, thence East 20 chs. along the division line between Sections 28 and 33, T 20 S, R 19 E, thence South 60 chs. to the Northeast corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 33, T 20 S, R 19 E, thence West 20 chs. to the NW corner of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 33, T 20 S, R 19 E, thence S 0° 01' W 20 chs. to the Southwest corner of said Section 33, T 20 S, R 19 E, thence South 6.24 chs. to a point on the 40-arpent Line, thence S 32° 00' E 11.18 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., [fols. 196-197] thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., thence S 28° 0' E 13.97 chs., thence S 25° 00' E 4.93 chs., thence S 25° 00' E 9.07 chs., thence S 25° 00' E 14.00 chs., thence S 25° 26' E 14.00 chs., thence S 27° 00' E 14. chs., thence S 27° 0' E 10.99 chs., to the intersection of the 40-Arpent Line with the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 22.74 chs. to the point of intersection of the division line between fractional Sections 9 and 10, T 21 S, R 19 E lying Northwest of Main Pass with the left bank of Main Pass, thence North 34.68 chs., to the Southeast corner of fractional Section 4,

T 21 S, R 19 E, thence East 14.98 chs. along the division line between fractional Sections 3 and 10, T 21 S, R 19 E, lying Northwest of Main Pass, to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 157.71 chs. to the intersection of the division line between fractional Sections 34 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 16.37 chs. to the Southeast corner of Section 27, T 20 S, R 19 E, thence East along the division line between fractional Sections 26 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, 14.41 chs. to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 241.07 chs. to the intersection of the division line between fractional section 13 T 20 S, R 19 E and fractional Section 18, T 20 S, R 20 E., lying Northwest of Main Pass, with the left bank of Main Pass, thence North 11.93 chs. along said division line to the Southeast corner of the NE $\frac{1}{4}$  of said fractional Section 13, T 20 S, R 19 E, thence East 14.49 chs. along the center line of fractional Section 18 T 20 S, R 20 E to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 106.38 chs. to an inch and a quarter (1 $\frac{1}{2}$ " ) iron pipe embedded in a terra cotta pipe, and supported by a concrete base marked "2" and a U. S. B. S. standard concrete post marked "22, R 20 E, T 20 S., S. 7, SMC 1936" and situate on the left bank of Main Pass in the eastern boundary of fractional Section 7, T 20 S, R 19 E, Northwest of Main Pass, from which iron pipe, U. S. C. & G. S. triangulation station "Main" bears S 23° 22' W 25.73 chs. distant, and also from said iron pipe, the intersection of the line between fractional Sections 7 and 18, T 20 S,

[fol. 198] thence S 33° 01' W 7.49 chs. to a point on the division line between fractional section 17 and Section 20, T 20 S, R 19 E, thence passing within said Section 20 T 20 S, R 19 E, S 33° 01' W 2.07 chs., thence S 32° 59' W 28.40 chs., thence S 72° 28'

W 24.82 chs., thence N 52° 58' W 5.47 chs., to a point on the division line between fractional Section 19 and Section 20, T 20 S, R 19 E, thence passing within said fractional Section 19, T 20 S, R 19 E N 52° 58' W 3.35 chs., thence N 52° 59' W 4.87 chs., thence N 52° 58' W 10.88 chs., thence N 52° 56' W 4.33 chs., thence N. 71° 01' W 47.91 chs., to point on the division line between Section 18 and fractional Section 19, T 20 S, R 19 E, thence N 89° 56' W 16.02 chs., to the point of beginning, being the northwest corner of fractional section 19, T 20 S, R 19 E.

Also, in addition to the lands described above, a tract of land described as follows:

Beginning at the Southeast corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of fractional Section 29, T 20 S, R 19 E, thence passing within fractional Section 32, T 20 S, R 19 E, south 39.99 chains, thence West 9.67 chains to a point on the 40-Arpent Line, thence N. 33° 30' W 3.88 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 39° 39' W 3.06 chs. to the intersection of the division line between fractional Sections 29 and 32, T 20 S, R 19 E, with the 40-Arpent Line, thence along said division line S 89° 59' E 37.86 chs. to the point of beginning.

All of the above described lands contain in the aggregate 8,711 acres, more or less, all in accordance with map or survey of United States Department of Agriculture, Bureau of Biological Survey, dated November 27, 1937, attached hereto.

### III

The aforesaid deed of December 21, 1938, from Thomas Leiter to the United States of America, contained the following stipulations with respect to ownership of the minerals beneath the above described property:

### 3

[fol. 199] Petitioner acquired the aforesaid real right, and immovable property, under the following chain of title going back to the common source of the title of petitioner



and of the claim or pretension of title of defendants, as follows:

1. By reservation contained in deed from Thomas Leiter to The United States of America, dated December 21, 1938, recorded in Plaquemines Parish, C. O. B. 92, Folio 468;

2. By deed from Thomas Leiter to Humble Oil and Refining Company, dated October 28, 1943, recorded in Plaquemines Parish, C. O. B. 112, Folio 479;

3. By deed, or act or rétransfer, by Humble Oil and Refining Company to Thomas Leiter, dated November 18, 1952, recorded in Plaquemines Parish, C. O. B. 165, Folio 346;

4. By deed from Thomas Leiter, acting by and through S. W. Plauche, Jr., his duly authorized agent and attorney in fact, to The Leiter Minerals, Inc., (Petitioner herein), dated November 24, 1952, recorded in Plaquemines Parish, C. O. B. 165, Folio 351.

5. By act of confirmation, ratification and conveyance by Thomas S. Leiter to The Leiter Minerals, Inc., dated December 26, 1952, recorded in Plaquemines Parish, C. O. B. 165, Folio 358.

Certified copies of the instruments referred to in this paragraph are annexed hereto and made part hereof.

#### 4

Petitioner is not at the present time in actual possession of the said mineral rights, which are the real right, and immovable property sued for by petitioner herein, but defendants are at the present time and for some time have been in actual physical possession of the said real right, and immovable property, illegally and as possessors [fol. 200] in bad faith. Defendant, The California Company, is in such possession through its agents, employees and representatives.

#### 5

On information and belief, petitioner, alleges that defendant, Allen L. Lobrano, purported to secure an oil, gas and mineral lease or leases from the United States of America on or about March 1, 1949; and further, on in-

formation and belief, petitioner avers that the said defendant, Allen L. Lobrano subleased or assigned the said mineral lease or leases thus acquired by him to defendant, The California Company, but retained or otherwise secured an interest in the nature of a mineral royalty interest in the oil, gas and minerals owned by petitioner and sued for herein. Still on information and belief, petitioner avers that the said Allen L. Lobrano likewise is in possession of the property sued for herein through The California Company, his sublessee or assignee, and individually as an alleged or pretended owner of his said mineral royalty interest.

## 6

Defendants are and for some time have been producing oil, gas, and other hydrocarbons, in large quantities on and from the property described in paragraph 2 of this petition, all of which is being and has been done illegally and without any right or authority from petitioner or petitioner's predecessors in title.

[fol. 201]

## 7

Petitioner further alleges that the rights of petitioner sued upon herein in and to all the oil, gas and other minerals under the lands described in paragraph 2 of this petition are imprescriptible by virtue of Act 315 of the Louisiana Legislature of 1940 (R. S. 9:5806), and that petitioner now owns all of the oil, gas and other minerals; and is the owner of all the oil, gas and mineral rights, in, on and under said lands.

## 8

Petitioner further alleges that the lands sold and transferred by the said Thomas Leiter to the United States of America were acquired by the United States by the said deed as prepared by it and dated December 21, 1938, for the sole purpose of establishing a game or wild life refuge; and the consideration paid by the United States did not cover the value of any mineral rights on said lands.

## 9

Petitioner desires, and is entitled to, and accounting from defendants of the total amount of oil, gas or other

hydrocarbons or other minerals taken or produced by defendants from the property described in paragraph 2; and petitioner is further entitled to a money judgment against the said defendants for the amount and value of the said minerals so taken by defendants without right or legal authority. Defendants, under the law, are and have been possessors in bad faith of the property involved in this suit.

[fol. 202]

10

Petitioner files contemporaneously herewith a notice of *lis pendens*, according to law.

11

The value of the property involved in this suit is in excess of \$5,000.00.

Wherefore, premises considered, petitioner prays that the defendants be duly served with a certified copy of this petition and cited to appear and answer hereto, according to law; and that after all legal delays and due proceedings had, there be judgment herein in favor of petitioner, The Leiter Minerals, Inc., and against said defendants, The California Company and Allen L. Lobrano, recognizing your said petitioner to be the fee simple, true and lawful owner of all of the oil, gas and minerals, and oil, gas and mineral rights in, on and under the land described in paragraph 2 of this petition; and recognizing that petitioner as such owner is entitled to the full and undisturbed possession of its said real right; and immovable property, and ordering the defendants, and each of them, to deliver possession of said property to petitioner.

Petitioner further prays for an accounting by each of the defendants of all oil, gas, minerals and other hydrocarbons which have been taken by defendants, or any of them, from the property described in paragraph 2 of this petition; and upon said accounting being duly and truly made, petitioner prays the Court to render in favor of petitioner and against the said defendants, a judgment for the amount or value thus shown to have been taken by [fol. 203] the said defendants or produced by said defendants, without any right or authority, together with

legal interest thereon from and after the date of judicial demand, until paid.

Petitioner further prays for all necessary orders and decrees in the premises; for costs; for full, general and equitable relief; and for judgment according to law.

The Leiter Minerals, Inc., By: W. John Tessier, W. John Tessier, President; By: Mrs. Thomas Leiter, Mrs. Thomas Leiter, Vice-President. Plache and Plache, By: S. W. Plache, Jr., Attorneys for Petitioner.

STATE OF LOUISIANA,  
Parish of Orleans:

W. John Tessier, being by me first duly sworn, deposes and says:

That he is President of The Leiter Minerals, Inc., petitioner in the foregoing petition; and that all of the allegations of fact made in the foregoing petition are true and correct, except those allegations expressly made on information and belief, and that, as to these, affiant verily believes them to be true and correct.

W. John Tessier.

Sworn to and subscribed before me, at New Orleans, Louisiana, this seventh day of August, A. D., 1953.

John Douglas Maginnis, Notary Public.

[fols. 204-213] STATE OF RHODE ISLAND,  
County of Newport:

Mrs. Thomas Leiter, being by me first duly sworn, deposes and says:

That she is Vice-President of The Leiter Minerals, Inc., petitioner in the foregoing petition; and that all of the allegations of fact made in the foregoing petition are true and correct, except those allegations expressly made on information and belief, and that, as to these, affiant verily believes them to be true and correct.

Mrs. Thomas Leiter.



Sworn to and subscribed before me, at Newport, Rhode Island, this first day of August, A. D., 1953:

Irma L. DeCotis, Notary Public.

[fol. 214] STATE OF WYOMING,  
County of Laramie:

Know all men by these presents: that Thomas Leiter, husband of Marion Gates Leiter, a resident of Washington, D. C., does hereby and by these presents grant, bargain, sell, convey and deliver, with full guaranty of title and with complete transfer and subrogation of all rights and actions of warranty, unto Humble Oil & Refining Company, a corporation organized under the laws of the State of Texas and duly authorized to do business in the State of Louisiana, all of his right, title and interest in the oil, gas, sulphur and other minerals in and under the following described property, situated in Plaquemines Parish, State of Louisiana:

Part of the fractional Southeast Quarter (frl. SE $\frac{1}{4}$ ) of fractional Section Ten (10); part of the Southeast Quarter of the fractional Northeast Quarter (SE $\frac{1}{4}$  frl. NE $\frac{1}{4}$ ) and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Eleven (11); part of the North one half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Twelve (12); all of fractional Section Thirteen (13) lying Northwest of Main Pass; all of Section Fourteen (14); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Fifteen (15); part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ), and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Sixteen (16); part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the fractional Northeast Quarter (NE $\frac{1}{4}$ ) and part of the Southeast Quarter (SE $\frac{1}{4}$ ) of fraction Section Seventeen (17); part of the North [fol. 215] one-half (N $\frac{1}{2}$ ), and all of the fractional

South one-half ( $S\frac{1}{2}$ ) of fractional Section Nineteen (19), lying Northeast of the 40 arpent Line; part of the North one-half ( $N\frac{1}{2}$ ), and all of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty (20); all of Section Twenty-one (21); all of section Twenty two (22) all of the North one-half ( $N\frac{1}{2}$ ), and all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Twenty-three (23), lying Northwest of Main Pass; all of fractional Section Twenty-four (24) lying Northwest of Main Pass; all of fractional Section Twenty-six (26), lying Northwest of Main Pass; all of Section Twenty-seven (27); all of Section Twenty-eight (28); the fractional Northeast Quarter ( $NE\frac{1}{4}$ ) of fractional Section Thirty (30), lying Northeast of the 40-arpent Line; the fractional West one-half of the Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4}$ ) and the fractional Northwest Quarter ( $NW\frac{1}{4}$ ) of Fractional Section Thirty-two (32), lying Northeast of the 40-Arpent Line; the East one-half ( $E\frac{1}{2}$ ), the East one-half of the West one-half ( $E\frac{1}{4} W\frac{1}{4}$ ), and the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4} SW\frac{1}{4}$ ), of Section Thirty-three (33); the West one-half ( $W\frac{1}{2}$ ), and the fractional East one-half ( $E\frac{1}{2}$ ) of fractional Section Thirty-four (34) lying Northwest of Main Pass: all of the above described lands being in Township Twenty (20) South, Range Nineteen (19) East, of the St. Helena Meridian.

Part of fractional Section Seven (7), lying Northwest of Main Pass, and all of the fractional North one-half ( $N\frac{1}{2}$ ) of fractional Section Eighteen (18) lying Northwest of Main Pass, all in Township Twenty (20) South, Range Twenty (20) East, of the St. Helena Meridian.

All of Fractional Section Three (3) lying Northwest of Main Pass; all of fractional Section Four (4) lying Northeast of the 40-Arpent Line; and fractional Section Nine (9) lying Northeast of the 40-Arpent Line and Northwest of Main Pass: all in Township Twenty-one (21) South Range Nineteen (19) East, of the St. Helena Meridian.

All of the above described lands being bounded on the Southwest in part by the 40-Arpent Line, or the

Northeast boundary of the Radial Sections, bounded [fol. 216] on the southeast in part by the northwest or left bank of Main Pass, and bounded on the north by the south boundary of lands now or formerly owned by the Grand Prairie Levee District and being more particularly described as follows:

Beginning at the Northwest corner of fractional Section 19, T 20 S, R 19 E, thence S  $0^{\circ} 01'$  E 44.15 chs. to a point on the 40-Arpent Line, thence S  $42^{\circ} 47'$  E 5.94 chs., thence S  $41^{\circ} 23'$  E 13.95 chs., thence S  $40^{\circ} 14'$  E 13.95 chs., thence S  $37^{\circ} 27'$  E 13.11 chs. to the intersection of the division line between fractional Sections 19 and 30, T 20 S, R 19 E, with the 40-Arpent Line, thence East 9.76 chs. to the quarter corner between fractional Sections 19 and 30, T 20 S, R 19 E, thence South 12.19 chs. to the 40-Arpent Line, thence S  $40^{\circ} 23'$  E 13.12 chs. thence S  $42^{\circ} 58'$  E 5.48 chs., thence S  $42^{\circ} 58'$  E 8.47 chs., thence S  $44^{\circ} 23'$  E 10.68 chs. to the intersection of the center line of Section 30 T 20 S, R 19 E with the 40-Arpent Line, thence East 14.48 chains along the center line of said Section 30 to the Southeast corner of the NE $\frac{1}{4}$  of said Section 30, T 20 S, R 19 E, thence North 40 chs. to the Southeast corner of fractional Section 19, T 20 S, R 19 E, thence North 40 chs. to Northeast corner of the SE $\frac{1}{4}$  of said fractional Section 19 T 20 S, R 19 E, thence East 40 chs. to the center of Section 20, T 20 S, R 19 E, thence South 40 chs. to the Quarter corner between Section 20 and fractional Section 29, T 20 S, R 19 E, thence East 40 chs. to the Northeast corner of Fractional Section 29, T 20 S, R 19 E, thence South 80 chs. along the division line between Section 28 and fractional Section 29, T 20 S, R 19 E, to the southeast corner of fractional Section 29, T 20 S, R 19 E, thence East 20 chs. along the division line between Sections 28 and 33, T 20 S, R 19 E, thence South 60 chs. to the Northeast corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 33, T 20 S, R 19 E, thence West 20 chs. to the NW corner of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 33, T 20 S, R 19 E, thence S  $0^{\circ} 01'$  W 20 chs. to the Southwest corner of said

Section 33, T 20 S, R 19 E, thence South 6.24 chs. to a point on the 40-Arpent Line, thence S 32° 00' E 11.18 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E [fol. 217] 14.00 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., thence S 28° 00' E 13.97 chs., thence S 25° 00' E 4.93 chs., thence S 25° 00' E 9.07 chs., thence S 25° 00' E 14.00 chs., thence S 25° 26' E 14.00 chs., thence S 27° 00' E 14.00 chs., thence S 27° 00' E 10.99 chs., to the intersection of the 40-Arpent Line with the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 22.74 chs., to the point of intersection of the division line between fractional Sections 9 and 10, T 21 S, R 19 E lying Northwest of Main Pass with the left bank of Main Pass, thence North 34.68 chs. to the Southeast corner of fractional Section 4, T 21 S, R 19 E, thence East 14.98 chs. along the division line between fractional Sections 3 and 10, T 21 S, R 19 E, lying Northwest of Main Pass, to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 157.71 chs. to the intersection of the division line between fractional Sections 34 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 16.37 chs. to the Southeast corner of Section 27, T 20 S, R 19 E, thence East along the division line between fractional Sections 26 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, 14.41 chs. to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 241.07 chs. to the intersection of the division line between fractional Section 13 T 20 S, R 19 E and fractional Section 18, T 20 S, R 20 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 11.93 chs. along said division line to the Southeast corner of the NE $\frac{1}{4}$  of said fractional Section 13, T 20 S, R 19 E, thence East 14.49 chs. along the center line of fractional Section 18 T 20 S, R 20 E, to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 106.38 chs. to an inch and a quarter (1 $\frac{1}{2}$ ") iron pipe embedded in a terra cotta pipe, and supported by a concrete base



marked "2" and a U. S. B. S. standard concrete post marked "22, R 20 E, T 20 S., S. 7, SMC 1936" and situate on the left bank of Main Pass in the eastern boundary of fractional Section 7, T 20 S, R 19 E, Northwest of Main Pass, from which iron pipe, U. S. C. & G. S. triangulation station "Main" bears S 23° 22' W 25.73 chs. distant, and also from said iron pipe, the intersection of the line between fractional Sections 7 and 18, T 20 S, R 20 E bears South 19° 17' W 57.84 [fol. 218] chs. distant; thence from said iron pipe and passing within said fractional Section 7, T 20 S, R 20 E, N 13° 53' W 10.63 chs., thence N 45° 08' W 10.91 chs., thence N 72° 09' W 12.21 chs., thence S 56° 14' W 6.85 chs., thence S 33° 01' W 6.90 chs., thence N 77° 45' W 15.99 chs., thence S 74° 36' W 5.83 chs., thence S 74° 31' W 8.06 chs. to a point on the division line between fractional Section 7, T 20 S, R 20 E and Section 12 T 20 S, R 19 E, thence passing within Section 12, T 20 S, R 19 E, S 74° 31' W 3.73 chs., thence S 34° 38' W 10.73 chs., thence S 71° 28' W 3.62 chs., thence N 65° 17' W 26.26 chs., thence S 78° 36' W 11.04 chs., thence S 78° 18' W 2.03 chs., thence N 42° 49' W 5.20 chs., thence S 75° 49' W 26.12 chs., thence S 39° 55' W 2.16 chs., to a point on the division line between fractional Section 11 and Section 12, T 20 S, R 19 E, thence passing within said fractional Section 11, T 20 S, R 19 E, S 39° 55' W 15.39 chs., thence S 10° 43' W 13.98 chs., thence N 88° 59' W 14.01 chs., thence S 44° 28' W 24.58 chs., thence S 86° 36' W 22.94 chs., thence N 83° 28' W 8.50 chs., thence S 59° 27' W 5.79 chs., to a point on the division line between fractional Sections 10 and 11, T 20 S, R 19 E, thence passing within said fractional Section 10, T 20 S, R 19 E S 59° 27' W 13.82 chs., thence S 67° 01' W 14.56 chs., thence S 67° 02' W 2.06 chs. to a point on the division line between fractional Section 10 and Section 15 T 20 S, R 19 E, thence passing within said Section 15, T 20 S, R 19 E S 67° 02' W 0.16 chs., thence S 66° 55' W 8.76 chs., thence S 40° 03' W 28.64 chs., thence S 75° 16' W 23.94 chs., thence S 20° 27' W 7.30 chs., to a point on the division line between Section 15 and fractional

Section 16, T 20 S, R 19 E, thence passing within fractional Section 16, T 20 S, R 19 E S 20° 27' W 2.70 chs., thence S 20° 52' W 6.81 chs., thence S 41° 43' W 21.86 chs., thence N 50° 29' W 22.39 chs., thence N 86° 26' W 13.74 chs., thence N 86° 18' W 14.98 chs., thence N 61° 06' W 19.05 chs. to a point on the division line between fractional Sections 16 and 17, T 20 S, R 19 E, thence passing through said fractional Section 17, T 20 S, R 19 E, N 61° 06' W 6.66 chs., thence S 58° 15' W 18.82 chs., thence S 18° 15' W 21.63 chs., thence S 17° 27' W 2.54 chs., thence S 18° 28' W 6.16 chs., thence S 33° 01' W 7.49 chs. to a point on [fol. 219] the division line between fractional Section 17 and Section 20, T 20 S, R 19 E, thence passing within said Section 20 T 20 S, R 19 E, S 33° 01' W 9.07 chs., thence S 32° 59' W 28.40 chs., thence S 72° 28' W 24.82 chs., thence N 52° 58' W 5.47 chs., to a point on the division line between fractional Section 19 and Section 20, T 20 S, R 19 E, thence passing within said fractional Section 19, T 20 S, R 19 E N 52° 58' W 3.35 chs., thence N 52° 59' W 4.87 chs., thence N 52° 58' W 10.88 chs., thence N 52° 56' W 4.33 chs., thence N 71° 01' W 47.91 chs., to a point on the division line between Section 18 and fractional Section 19, T 20 S, R 19 E, thence N 89° 56' W 16.02 chs., to the point of beginning, being the northwest corner of fractional Section 19, T 20 S, R 19 E.

Also, in addition to the lands described above, a tract of land described as follows:

Beginning at the Southeast corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of fractional Section 29, T 20 S, R 19 E, thence passing within fractional Section 32, T 20 S, R 19 E, south 39.99 chains, thence West 9.67 chains to a point on the 40-Arpent Line, thence N 33° 30' W 3.88 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 39° 39' W 3.06 chs. to the intersection of the division line between fractional Sections 29 and 32, T 20 S, R 19 E, with the 40-Arpent Line, thence along said division line S 8° 59' E 37.86 chs. to the point of beginning.

All of the above described lands contain in the aggregate 8,711 acres, more or less, all in accordance

with map or survey or United States Department of Agriculture, Bureau of Biological Survey, dated November 27, 1937, attached hereto.

### III

The aforesaid deed of December 21, 1938, from Thomas Leiter to the United States of America, contained the following stipulations with respect to ownership of the minerals beneath the above described property:

[fol. 220] it being the vendor's intention to convey all of his title and interest in and to the rights reserved by vendor in that certain deed executed by him in favor of the United States of America under date of December 21, 1938, as recorded in COB 92, Folio 468 of the Conveyance Records of the Parish of Plaquemines, State of Louisiana, and covering the above described property.

To have and to hold unto Humble Oil & Refining Company, its successors and assigns, forever.

This sale is made for and in consideration of the sum of Four Thousand (\$4,000.00) Dollars cash.

Thus done and signed on this the 28th day of October, 1943, in the presence of Mildred Bayer and J. M. Garrett, competent witnesses, who have hereunto signed their names.

Witnesses: (S.) Mildred Bayer, (S.) J. M. Garrett.

(S.) Thomas Leiter.

STATE OF WYOMING,

County of Laramie:

Before me, the undersigned authority, on this day personally appeared Thomas Leiter, who, being duly sworn, did, upon his oath, depose and say:

That he executed the foregoing instrument in the presence of Mildred Bayer and J. M. Garrett, competent witnesses, for the purposes and consideration therein expressed and as his own free act and deed.

[fol. 221] Given under my hand and seal of office this 28th day of October, 1943.

(S.) Grace Willoz, Notary Public.

Comm. expires 3/18/47.

Recorded in Plaquemines Parish  
Conveyance Book 112, Fo. 479.

### Parish of Plaquemines

I, the undersigned Clerk of Court and Ex-Officio Recorder of Mortgages and Register of Conveyances in and for this Parish, and State, do hereby certify that I have on this 7th day of January, 1953, duly registered in Conveyance Office Book No. 165, Folio 346, of this Parish, the Act of Retransfer by Humble Oil & Refining Company to Thomas Leiter

As per act acknowledged before Wayne Lehew, a Notary Public for the County of Harris, State of Texas, on the 18th day of November, 1952.

Given under my hand and seal of office at Pointe-a-la-Hache, Louisiana, this 7th day of January, 1953.

(S.) Edith F. Ansardi, Dy. Clerk of Court and Ex-Officio Recorder of Mortgages.

[fol. 222] STATE OF LOUISIANA,  
Parish of Plaquemines:

Whereas, by deed dated December 21, 1938, as recorded in C. O. B. 92, Folio 468, of the Conveyance records of the Parish of Plaquemines, State of Louisiana, Thomas Leiter conveyed to the United States of America the following described property situated in Plaquemines Parish, State of Louisiana, to-wit:

Part of the fractional Southeast Quarter (frl. SE $\frac{1}{4}$ ) of fractional Section Ten (10); part of the Southeast Quarter of the fractional Northeast Quarter (SE $\frac{1}{4}$  Frl. NE $\frac{1}{4}$ ) and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Eleven (11); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Twelve (12); all of fractional Section Thirteen (13) lying Northwest of Main Pass; all of Section Fourteen (14); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Fifteen (15); part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ), part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ), and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Sixteen



(16); part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the fractional Northeast Quarter ( $NE\frac{1}{4}$ ), and part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of fractional Section Seventeen (17); part of the North one-half ( $N\frac{1}{2}$ ), and [fol. 223] all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Nineteen (19), lying Northeast of the 40 arpent Line; part of the North one-half ( $N\frac{1}{2}$ ), and all of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty (20); all of Section Twenty-one (21); all of section Twenty two (22) all of the North one-half ( $N\frac{1}{2}$ ), and all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Twenty-three (23), lying Northwest of Main Pass; all of fractional Section Twenty-four (24) lying Northwest of Main Pass; all of fractional Section Twenty-six (26), lying Northwest of Main Pass; all of Section Twenty-seven (27); all of Section Twenty-eight (28); the fractional Northeast Quarter ( $NE\frac{1}{4}$ ) of fractional Section Thirty (30), lying Northeast of the 40-arpent Line; the fractional West one-half of the Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4}$ ) and the fractional Northwest Quarter ( $NW\frac{1}{4}$ ) of fractional Section Thirty-two (32), lying Northeast of the 40-Arpent Line; the East one-half ( $E\frac{1}{2}$ ), the East one-half of the West one-half ( $E\frac{1}{2} W\frac{1}{2}$ ), and the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4} SW\frac{1}{4}$ ), of Section Thirty-three (33); the West one-half ( $W\frac{1}{2}$ ), and the fractional East one-half ( $E\frac{1}{2}$ ) of fractional Section Thirty-four (34) lying Northwest of Main Pass: all of the above described lands being in Township Twenty (20) South, Range Nineteen (19) East, of the St. Helena Meridian.

Part of fractional Section Seven (7), lying Northwest of Main Pass, and all of the fractional North one-half ( $N\frac{1}{2}$ ) of fractional Section Eighteen (18) lying Northwest of Main Pass, all in Township Twenty (20) South, Range Twenty (20) East, of the St. Helena Meridian.

All of Fractional Section Three (3) lying Northwest of Main Pass: all of fractional Section Four (4) lying Northeast of the 40-Arpent Line; and fractional Section Nine (9) lying Northeast of the 40-Arpent Line and Northwest of Main Pass: all in Town-

ship Twenty-one (21) South Range Nineteen (19) East, of the St. Helena Meridian.

All of the above described lands being bounded on the Southwest in part by the 40-Arpent Line, or the Northeast boundary of the Radial Sections, bounded [fol. 224] on the southeast in part by the northwest or left bank of Main Pass, and bounded on the north by the south boundary of lands now or formerly owned by the Grand Prairie Levee District and being more particularly described as follows:

Beginning at the Northwest corner of fractional Section 19, T 20 S. R 19 E, thence S.  $0^{\circ} 01' E$  44.15 chs. to a point on the 40-Arpent Line, thence S  $42^{\circ} 47' E$  5.94 chs., thence S  $41^{\circ} 23' E$  13.95 chs., thence S  $40^{\circ} 14' E$  13.95 chs., thence S  $37^{\circ} 27' E$  13.11 chs. to the intersection of the division line between fractional Sections 19 and 30, T 20 S, R 19 E, with the 40-Arpent Line, thence East 9.76 chs. to the quarter corner between fractional Sections 19 and 30, T 20 S, R 19 E, thence South 12.19 chs. to the 40-Arpent Line, thence S  $40^{\circ} 23' E$  13.12 chs. thence S  $42^{\circ} 58' E$  5.48 chs., thence S  $42^{\circ} 58' E$  8.47 chs., thence S  $44^{\circ} 23' E$  10.68 chs. to the intersection of the center line of Section 30 T 20 S. R 19 E with the 40-Arpent Line, thence East 14.48 chains along the center line of said Section 30 to the Southeast corner of the NE $\frac{1}{4}$  of said Section 30, T 20 S, R 19 E, thence North 40 chs. to the Southeast corner of fractional Section 19, T 20 S, R 19 E, thence North 40 chs. to Northeast corner of the SE $\frac{1}{4}$  of said fractional Section 19 T 20 S, R 19 E, thence East 40 chs. to the center of Section 20, T 20 S, R 19 E, thence South 40 chs. to the Quarter corner between Section 20 and fractional Section 29, T 20 S, R 19 E, thence East 40 chs. to the Northeast corner of Fractional Section 29, T. 20 S, R 19 E, thence South 80 chs. along the division line between Section 28 and fractional Section 29, T 20 S, R 19 E, to the southeast corner of fractional Section 29, T 20 S, R 19 E, thence East 20 chs. along the division line between Sections 28 and 33, T 20 S, R 19 E, thence South 60 chs. to the Northeast corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 33, T 20

S, R 19 E, thence West 20 chs. to the NW corner of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 33, T 20 S, R 19 E, thence S 0° 01' W 20 chs. to the Southwest corner of said Section 33, T 20 S, R 19 E, thence South 6.24 chs. to a point on the 40-arpent Line, thence S 32° 00' E 11.18 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., thence S 28° 00' E 13.97 chs., thence S 25° 00' E 4.93 chs., thence S 25° 00' E 9.07 chs., thence S 25° 00' E 14.00 chs., thence S 25° 26' E 14.00 chs., thence S 27° 00' E 14.00 chs., thence S 27° 00' E 10.99 chs., to the intersection of the 40-Arpent Line with the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 22.74 chs. to the point of intersection of the division line between fractional Sections 9 and 10, T 21 S, R 19 E lying Northwest of Main pass with the left bank of Main Pass, thence North 34.68 chs. to the Southeast corner of fractional Section 4, T 21 S, R 19 E, thence East 14.98 chs. along the division line between fractional Sections 3 and 10, T 21 S, R 19 E, lying Northwest of Main Pass, to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 157.71 chs. to the intersection of the division line between fractional Sections 34 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 16.37 chs. to the Southeast corner of Section 27, T 20 S, R 19 E, thence East along the division line between fractional Sections 26 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, 14.41 chs. to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 241.07 chs. to the intersection of the division line between fractional section 13 T 20 S, R 19 E and fractional Section 18, T 20 S, R 20 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 11.93 chs. along said division line to the Southeast corner of the NE $\frac{1}{4}$  of said fractional Section 13, T 20 S, R 19 E, thence East 14.49 chs. along the center line of fractional Section 18 T 20 S, R 20 E to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders

thereof 106.38 chs. to an inch and a quarter ( $11\frac{1}{2}$ ") iron pipe embedded in a terra cotta pipe, and supported by a concrete base marked "2" and a U. S. B. S. standard concrete post marked "22, R 20 E, T 20 S. S. 7, SMC 1936" and situate on the left bank of Main Pass in the eastern boundary of fractional Section 7, T 20 S, R 19 E, Northwest of Main Pass, from which iron pipe, U. S. C. & G. S. triangulation station "Main" bears S  $23^{\circ} 22' W$  25.73 chs. distant, and also from said iron pipe, the intersection of the line between fractional Sections 7 and 18, T 20 S, R 20 E [fol. 226] bears South  $19^{\circ} 17' W$  57.84 chs. distant; thence from said iron pipe and passing within said fractional Section 7, T 20 S, R 20 E, N  $13^{\circ} 53' W$  10.63 chs., thence N  $45^{\circ} 08' W$  10.91 chs., thence N  $72^{\circ} 09' W$  12.21 chs., thence S  $56^{\circ} 14' W$  6.85 chs., thence S  $33^{\circ} 01' W$  6.90 chs., thence N  $77^{\circ} 45' W$  15.99 chs., thence S  $74^{\circ} 36' W$  5.83 chs., thence S  $74^{\circ} 31' W$  8.06 chs. to a point on the division line between fractional Section 7, T 20 S, R 20 E and Section 12 T 20 S, R 19 E, thence passing within Section 12, T 20 S, R 19 E, S  $74^{\circ} 31' W$  3.73 chs., thence S  $34^{\circ} 38' W$  10.73 chs., thence S  $71^{\circ} 28' W$  3.62 chs., thence N  $65^{\circ} 17' W$  26.26 chs., thence S  $78^{\circ} 36' W$  11.04 chs., thence S  $78^{\circ} 18' W$  2.03 chs., thence N  $42^{\circ} 49' W$  5.20 chs., thence S  $75^{\circ} 49' W$  26.12 chs., thence S  $39^{\circ} 55' W$  2.16 chs., to a point on the division line between fractional Section 11 and Section 12, T 20 S, R 19 E, thence passing within said fractional Section 11, T 20 S, R 19 E S  $39^{\circ} 55' W$  15.39 chs., thence S  $16^{\circ} 43' W$  13.98 chs., thence N  $88^{\circ} 59' W$  14.91 chs., thence S  $44^{\circ} 28' W$  24.58 chs., thence S  $86^{\circ} 36' W$  22.94 chs., thence N  $83^{\circ} 28' W$  8.50 chs., thence S  $59^{\circ} 27' W$  5.79 chs., to a point on the division line between fractional Sections 10 and 11, T 20 S, R 19 E, thence passing within said fractional Section 10, T 20 S, R 19 E S  $59^{\circ} 27' W$  13.82 chs., thence S  $67^{\circ} 01' W$  14.56 chs., thence S  $67^{\circ} 02' W$  2.06 chs. to a point on the division line between fractional Section 10 and Section 15 T 20 S, R 19 E, thence passing within said Section 15, T 20 S, R 19 E S  $67^{\circ} 02' W$  0.16 chs., thence S  $66^{\circ} 55' W$  8.76 chs., thence S  $40^{\circ} 03' W$  28.64 chs., thence S  $75^{\circ} 16' W$  23.94 chs.,



thence S  $20^{\circ} 27'$  W 7.30 chs., to a point on the division line between Section 15 and fractional Section 16, T 20 S, R 19 E, thence passing within fractional Section 16, T 20 S, R 19 E S  $20^{\circ} 27'$  W 2.70 chs., thence S  $20^{\circ} 52'$  W 6.81 chs., thence S  $41^{\circ} 43'$  W 21.86 chs., thence N  $50^{\circ} 29'$  W 22.39 chs., thence N  $86^{\circ} 26'$  W 13.74 chs., thence N  $86^{\circ} 18'$  W 14.98 chs., thence N  $61^{\circ} 06'$  W 19.05 chs. to a point on the division line between fractional Sections 16 and 17, T 20 S, R 19 E, thence passing through said fractional Section 17, T 20 S, R 19 E, N  $61^{\circ} 06'$  W 6.66 chs., thence S  $58^{\circ} 15'$  W 18.82 chs., thence S  $18^{\circ} 15'$  W 21.63 chs., thence S  $17^{\circ} 27'$  W 2.54 chs., thence S  $18^{\circ} 28'$  W 6.16 chs., thence S  $33^{\circ}$  [fol. 227]  $01'$  W 7.49 chs. to a point on the division line between fractional section 17 and Section 20, T 20 S, R 19 E, thence passing within said Section 20 T 20 S, R 19 E, S  $33^{\circ} 01'$  W 2.07 chs., thence S  $32^{\circ} 59'$  W 28.40 chs., thence S  $72^{\circ} 28'$  W 24.82 chs., thence N  $52^{\circ} 58'$  W 5.47 chs., to a point on the division line between fractional Section 19 and Section 20, T 20 S, R 19 E, thence passing within said fractional Section 19, T 20 S, R 19 E N  $52^{\circ} 58'$  W 3.35 chs., thence N  $52^{\circ} 59'$  W 4.87 chs., thence N  $52^{\circ} 58'$  W 10.88 chs., thence N  $52^{\circ} 56'$  W 4.33 chs., thence N  $71^{\circ} 01'$  W 47.91 chs., to a point on the division line between Section 18 and fractional Section 19, T 20 S, R 19 E, thence N  $89^{\circ} 56'$  W 16.02 chs., to the point of beginning, being the northwest corner of fractional section 19, T 20 S, R 19 E.

Also, in addition to the lands described above, a tract of land described as follows:

Beginning at the Southeast corner of the SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of fractional Section 29, T 20 S, R 19 E, thence passing within fractional Section 32, T 20 S, R 19 E, south 39.99 chains, thence West 9.67 chains to a point on the 40-Arpent Line, thence N  $33^{\circ} 30'$  W 3.88 chs., thence N  $35^{\circ} 00'$  W 14.00 chs., thence N  $35^{\circ} 00'$  W 14.00 chs., thence N  $39^{\circ} 39'$  W 3.06 chs. to the intersection of the division line between fractional Sections 29 and 32, T 20 S, R 19 E, with the 40-Arpent Line, thence along said division line S  $89^{\circ} 59'$  E 37.86 chs. to the point of beginning.

All of the above described lands contain in the aggregate 8,711 acres, more or less, all in accordance with map or survey of United States Department of Agriculture, Bureau of Biological Survey, dated November 27, 1937, attached hereto.

### III

The aforesaid deed of December 21, 1938, from Thomas Leiter to the United States of America, contained the following stipulations with respect to ownership of the minerals beneath the above described property:

[fol. 228] subject, however, to certain reservations affecting the minerals. Said reservations are more fully set out in said deed, which is made a part hereof by reference; and

Whereas, by a deed dated October 28, 1943, as recorded in C. O. B. 112, Folio 479, entry 143 of the Conveyance Records of Plaquemines Parish, La., Thomas Leiter conveyed and transferred unto Humble Oil & Refining Company all of his rights, title and interest in and to the oil, gas, and other minerals in and under the above described tract of land, together with all of the incidental rights reserved by him in his deed of December 21, 1938, in favor of the United States of America; and

Whereas, Humble Oil & Refining Company desires to release, relinquish, and disclaim, in favor of Thomas Leiter his heirs and assigns, all of the rights which it acquired from the said Thomas Leiter.

Now, therefore, in consideration of the premises, Humble Oil & Refining Company herein represented by D. B. Harris, as Vice-President duly authorized, does hereby and by these presents, release, relinquish, and disclaim unto Thomas Leiter, his heirs and assigns, all of its right, title and interest in and to the oil, gas, and other minerals in and under the tract of land specifically described above, it being the intention of Humble Oil & Refining Company to release, relinquish, and disclaim all of the rights it acquired under its deed from Thomas Leiter and which are the same rights reserved by Thomas Leiter in his deed to [fol. 229] the United States of America.

Thus done and signed, on this-the 18th day of November, 1952.

Humble Oil & Refining Company, by: (S.) D. B. Harris, Attest: (S.) Elizabeth H. Kenney, Assistant Secretary.

Witnesses: (S.) Gene T. Kluier, (S.) Truitt V. Lively.

STATE OF TEXAS,  
County of Harris:

Before me, the undersigned authority, on this day personally appeared D. B. Harris, to me personally known, who, being by me duly sworn, did depose and say:

That he is the Vice President of Humble Oil & Refining Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said D. B. Harris acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 18th day of November A. D., 1952.

My commission expires June 1, 1953.

(S.) Wayne Lebew, Notary Public in and for Harris County, Texas.

Parish of Plaquemines

I, the undersigned Clerk of Court and Ex-Officio Recorder of Mortgages and Register of Conveyances in and for this Parish, and State, do hereby certify that I have on this 7th [fol. 230] day of January, 1953, duly registered in Conveyance Office Book No. 165, Folio 351, of this Parish, the Act of Transfer by Thomas Leiter to The Leiter Minerals, Inc.

As per act acknowledged before A. L. Plauche, a Notary Public for the Parish of Calcasieu, on the 24th day of November, 1952.

Given under my hand and seal of office at Pointe-a-la Hache, Louisiana, this 7th day of January, 1953.

(S.) Edith F. Ansardi, Dy. Clerk of Court and Ex-Officio Recorder of Mortgages.

STATE OF LOUISIANA,  
Parish of Calcasieu:

Know all men by these presents that I, Thomas Leiter, a resident of Newport, Rhode Island, hereinafter sometimes designated "First Party," and herein represented by S. W. Plauche, Jr., duly authorized by written power of attorney and authority dated October 15th, 1952, do hereby, and by these presents, and for good, valuable and sufficient consideration, transfer, convey, sell, assign, bargain and deliver unto The Leiter Minerals, Inc., a Louisiana corporation with its domicile in Calcasieu Parish, Louisiana, all of my rights, titles and interests in and to all of the minerals and mineral rights on, under, affecting, or that may [fol. 231] be connected with, the following described property situated in Plaquemines Parish, Louisiana, to-wit:

Part of the fractional Southeast Quarter (frl. SE $\frac{1}{4}$ ) of fractional Section Ten (10); part of the Southeast Quarter of the fractional Northeast Quarter (SE $\frac{1}{4}$  Frl. NE $\frac{1}{4}$ ) and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Eleven (11); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Twelve (12); all of fractional Section Thirteen (13) lying Northwest of Main Pass; all of Section Fourteen (14); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Fifteen (15); part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ), and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Sixteen (16); part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the fractional Northeast Quarter (NE $\frac{1}{4}$ ), and part of the Southeast Quarter (SE $\frac{1}{4}$ ) of fractional Section Seventeen (17); part of the North one-half [fol. 232] (N $\frac{1}{2}$ ), and all of the fractional South one-half (S $\frac{1}{2}$ ) of fractional Section Nineteen (19), lying Northeast of the 40 arpent Line; part of the North one-half (N $\frac{1}{2}$ ), and all of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty (20); all of Section Twenty-one (21); all of section Twenty-two (22); all of the North one-half (N $\frac{1}{2}$ ), and all of the fractional South



one-half ( $S\frac{1}{2}$ ) of fractional Section Twenty-three (23), lying Northwest of Main Pass; all of fractional Section Twenty-four (24) lying Northwest of Main Pass; all of fractional Section Twenty-six (26), lying Northwest of Main Pass; all of Section Twenty-seven (27); all of Section Twenty-eight (28); the fractional Northeast Quarter ( $NE\frac{1}{4}$ ) of fractional Section Thirty (30), lying Northeast of the 40-arpent Line; the fractional West one-half of the Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4}$ ) and the fractional Northwest Quarter ( $NW\frac{1}{4}$ ) of fractional Section Thirty-two (32), lying Northeast of the 40-Arpent Line; the East one-half ( $E\frac{1}{2}$ ), the East one-half of the West one-half ( $E\frac{1}{2} W\frac{1}{2}$ ), and the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4} SW\frac{1}{4}$ ), of Section Thirty-three (33); the West one-half ( $W\frac{1}{2}$ ), and the fractional East one-half ( $E\frac{1}{2}$ ) of fractional Section Thirty-four (34) lying Northwest of Main Pass; all of the above described lands being in Township Twenty (20) South, Range Nineteen (19) East, of the St. Helena Meridian.

Part of fractional Section Seven (7), lying Northwest of Main Pass, and all of the fractional North one-half ( $N\frac{1}{2}$ ) of fractional Section Eighteen (18) lying Northwest of Main Pass, all in Township Twenty (20) South, Range Twenty (20) East, of the St. Helena Meridian.

All of Fractional Section Three (3) lying Northwest of Main Pass; all of fractional Section Four (4) lying Northeast of the 40-Arpent Line; and fractional Section Nine (9) lying Northeast of the 40-Arpent Line and Northwest of Main Pass; all in Township Twenty-one (21) South Range Nineteen (19) East, of the St. Helena Meridian.

All of the above described lands being bounded on the Southwest in part by the 40-Arpent Line, or the Northeast boundary of the Radial Sections, bounded [fol. 233] on the southeast in part by the northwest or left bank of Main Pass, and bounded on the north by the south boundary of lands now or formerly owned by the Grand Prairie Levee District and being more particularly described as follows:

Beginning at the Northwest corner of fractional Section 19, T 20 S. R 19 E, thence S  $0^{\circ} 01'$  E 44.15 chs. to a point on the 40-Arpent Line, thence S  $42^{\circ} 47'$  E 5.94 chs., thence S  $41^{\circ} 23'$  E 13.95 chs., thence S  $40^{\circ} 14'$  E 13.95 chs., thence S  $37^{\circ} 27'$  E 13.11 chs. to the intersection of the division line between fractional Sections 19 and 30, T 20 S, R 19 E, with the 40-Arpent Line, thence East 9.76 chs. to the quarter corner between fractional Sections 19 and 30, T 20 S, R 19 E, thence South 12.19 chs. to the 40-Arpent Line, thence S  $40^{\circ} 23'$  E 13.12 chs. thence S  $42^{\circ} 58'$  E 5.48 chs., thence S  $42^{\circ} 58'$  E 8.47 chs., thence S  $44^{\circ} 23'$  E 10.68 chs. to the intersection of the center line of Section 30 T 20 S. R 19 E with the 40-Arpent Line, thence East 14.48 chains along the center line of said Section 30 to the Southeast corner of the NE $\frac{1}{4}$  of said Section 30, T 20 S, R 19 E, thence North 40 chs. to the South east corner of fractional Section 19, T 20 S, R 19 E, thence North 40 chs. to Northeast corner of the SE $\frac{1}{4}$  of said fractional Section 19 T 20 S, R 19 E, thence East 40 chs. to the center of Section 20, T 20 S, R 19 E, thence South 40 chs. to the Quarter corner between Section 20 and fractional Section 29, T 20 S, R 19 E, thence East 40 chs. to the Northeast corner of Fractional Section 29, T 20 S, R 19 E, thence South 80 chs. along the division line between Section 28 and fractional Section 29, T 20 S, R 19 E, to the southeast corner of fractional Section 29, T 20 S, R 19 E, thence East 20 chs. along the division line between Sections 28 and 33, T 20 S, R 19 E, thence South 60 chs. to the Northeast corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 33, T 20 S, R 19 E, thence West 20 chs. to the NW corner of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 33, T 20 S, R 19 E, thence S  $0^{\circ} 01'$  W 20 chs. to the Southwest corner of said Section 33, T 20 S, R 19 E, thence South 6.24 chs. to a point on the 40-arpent Line, thence S  $32^{\circ} 00'$  E 11.18 chs., thence S  $32^{\circ} 00'$  E 14.00 chs., thence S  $32^{\circ} 00'$  E 14.00 chs., thence S  $32^{\circ} 00'$  E 14.00 [fol. 234] chs., thence S  $32^{\circ} 00'$  E 14.00 chs., thence S  $28^{\circ} 00'$  E 13.97 chs., thence S  $25^{\circ} 00'$  E 4.93 chs., thence S  $25^{\circ} 00'$  E 9.07 chs., thence S  $25^{\circ} 00'$  E 14.00 chs., thence S  $25^{\circ} 26'$  E 14.00 chs., thence S  $27^{\circ} 00'$  E 14.00 chs., thence

S 27° 00' E 10.99 chs., to the intersection of the 40-Arpent Line with the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 22.74 chs. to the point of intersection of the division line between fractional Sections 9 and 10, T 21 S, R 19 E lying Northwest of Main pass with the left bank of Main Pass, thence North 34.68 chs. to the Southeast corner of fractional Section 4, T 21 S, R 19 E, thence East 14.98 chs. along the division line between fractional Sections 3 and 10, T 21 S, R 19 E, lying Northwest of Main Pass, to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 157.71 chs. to the intersection of the division line between fractional Sections 34 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 16.37 chs. to the Southeast corner of Section 27, T 20 S, R 19 E, thence East along the division line between fractional Sections 26 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, 14.41 chs. to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 241.07 chs. to the intersection of the division line between fractional section 13 T 20 S, R 19 E and fractional Section 18, T 20 S, R 20 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 11.93 chs. along said division line to the Southeast corner of the NE $\frac{1}{4}$  of said fractional Section 13, T 20 S, R 19 E, thence East 14.49 chs. along the center line of fractional Section 18 T 20 S, R 20 E to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 106.38 chs. to an inch and a quarter ( $\frac{1}{2}$ " ) iron pipe embedded in a terra cotta pipe, and supported by a concrete base marked "2" and a U. S. B. S. standard concrete post marked "22, R 20 E, T 20 S., S.7, SMC 1936" and situate on the left bank of Main Pass in the eastern boundary of fractional Section 7, T 20 S, R 19 E, Northwest of Main Pass, from which iron pipe, U. S. C. & G. S. triangulation station "Main" bears S 23° 22' W 25.73 chs. distant, and also from said iron pipe, the intersection of

the line between fractional Sections 7 and 18, T 20 S, [fol. 235] R 20 E bears South  $19^{\circ} 17'$  W 57.84 chs. distant; thence from said iron pipe and passing within said fractional Section 7 T 20 S, R 20 E, N  $13^{\circ} 53'$  W 10.63 chs., thence N  $45^{\circ} 08'$  W 10.91 chs., thence N  $72^{\circ} 09'$  W 12.21 chs., thence S  $56^{\circ} 14'$  W 6.85 chs., thence S  $33^{\circ} 01'$  W 6.90 chs., thence N  $77^{\circ} 45'$  W 15.99 chs., thence S  $74^{\circ} 36'$  W 5.83 chs., thence S  $74^{\circ} 31'$  W 8.06 chs. to a point on the division line between fractional Section 7, T 20 S, R 20 E and Section 12 T 20 S, R 19 E, thence passing within Section 12, T 20 S, R 19 E, S  $74^{\circ} 31'$  W 3.73 chs., thence S  $34^{\circ} 38'$  W 10.73 chs., thence S  $71^{\circ} 28'$  W 3.62 chs., thence N  $65^{\circ} 17'$  W 26.26 chs., thence S  $78^{\circ} 36'$  W 11.04 chs., thence S  $78^{\circ} 18'$  W 2.03 chs., thence N  $42^{\circ} 49'$  W 5.20 chs., thence S  $75^{\circ} 49'$  W 26.12 chs., thence S  $39^{\circ} 55'$  W 2.16 chs., to a point on the division line between fractional Section 11 and Section 12, T 20 S, R 19 E, thence passing within said fractional Section 11, T 20 S, R 19 E, S  $39^{\circ} 55'$  W 15.39 chs., thence S  $10^{\circ} 43'$  W 13.98 chs., thence N  $88^{\circ} 59'$  W 14.01 chs., thence S  $44^{\circ} 28'$  W 24.58 chs., thence S  $86^{\circ} 36'$  W 22.94 chs., thence N  $83^{\circ} 28'$  W 8.50 chs., thence S  $59^{\circ} 27'$  W 5.79 chs., to a point on the division line between fractional Sections 10 and 11, T 20 S, R 19 E, thence passing within said fractional Section 10, T 20 S, R 19 E, S  $59^{\circ} 27'$  W 13.82 chs., thence S  $67^{\circ} 01'$  W 14.56 chs., thence S  $67^{\circ} 02'$  W 2.06 chs. to a point on the division line between fractional Section 10 and Section 15 T 20 S, R 19 E, thence passing within said Section 15, T 20 S, R 19 E, S  $67^{\circ} 02'$  W 0.16 chs., thence S  $66^{\circ} 55'$  W 8.76 chs., thence S  $40^{\circ} 03'$  W 28.64 chs., thence S  $75^{\circ} 16'$  W 23.94 chs., thence S  $20^{\circ} 27'$  W 7.30 chs., to a point on the division line between Section 15 and fractional Section 16, T 20 S, R 19 E, thence passing within fractional Section 16, T 20 S, R 19 E, S  $20^{\circ} 27'$  W 2.70 chs., thence S  $20^{\circ} 52'$  W 6.81 chs., thence S  $41^{\circ} 43'$  W 21.86 chs., thence N  $50^{\circ} 29'$  W 22.39 chs., thence N  $86^{\circ} 26'$  W 13.74 chs., thence N  $86^{\circ} 18'$  W 14.98 chs., thence N  $61^{\circ} 06'$  W 19.05 chs. to a point on the division line between fractional Sections 16 and 17, T 20 S, R 19 E, thence passing through said fractional



Section 17, T 20 S, R 19 E, N 61° 06' W 6.66 chs., thence S 58° 15' W 18.82 chs., thence S 18° 15' W 21.63 chs., thence S 17° 27' W 2.54 chs., thence S 18° 28' W 6.16 chs., thence S 33° 01' W 7.49 chs. to a point [fol. 236] on the division line between fractional section 17 and Section 20, T 20 S, R 19 E, thence passing within said Section 20 T 20 S, R 19 E, S 33° 01' W 2.07 chs., thence S 32° 59' W 28.40 chs., thence S 72° 28' W 24.82 chs., thence N 52° 58' W 5.47 chs., to a point on the division line between fractional Section 19 and Section 20, T 20 S, R 19 E, thence passing within said fractional Section 19, T 20 S, R 19 E, N 52° 58' W 3.35 chs., thence N 52° 59' W 4.87 chs., thence N 52° 58' W 10.88 chs., thence N 52° 56' W 4.33 chs., thence N. 71° 01' W 47.91 chs., to a point on the division line between Section 18 and fractional Section 19, T 20 S, R 19 E, thence N 89° 56' W 16.02 chs., to the point of beginning, being the northwest corner of fractional section 19, T 20 S, R 19 E.

Also, in addition to the lands described above, a tract of land described as follows:

Beginning at the Southeast corner of the SW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub> of fractional Section 29, T 20 S, R 19 E, thence passing within fractional Section 32, T 20 S, R 19 E, south 39.99 chains, thence West 9.67 chains to a point on the 40-Arpent Line, thence N 33° 30' W 3.88 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 39° 39' W 3.06 chs. to the intersection of the division line between fractional Sections 29 and 32, T 20 S, R 19 E, with the 40-Arpent Line, thence along said division line S 89° 59' E 37.86 chs. to the point of beginning.

All of the above described lands contain in the aggregate 8,711 acres, more or less, all in accordance with map or survey of United States Department of Agriculture, Bureau of Biological Survey, dated November 27, 1937, attached hereto.

#### IV

The aforesaid deed of December 21, 1938, from Thomas Leiter to the United States of America, contained the fol-

lowing stipulations with respect to ownership of the minerals beneath the above described property:

[fol. 237] To have and to hold the above-described premises together with all and singular, the rights and appurtenances thereto in anywise belonging, to the said The Leiter Minerals, Inc., and to its heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said The Leiter Minerals, Inc., its heirs and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

Thus done and signed by and on behalf of First Party, and by and on behalf of The Leiter Minerals, Inc., at Lake Charles, Louisiana, on this, the 24th day of November, A. D., 1952, in the presence of the witnesses hereinafter named and undersigned.

Thomas Leiter, by (S.) S. W. Plauche, Jr., S. W. Plauche, Jr., duly authorized First Party, The Leiter Minerals, Inc., by (S.) Doris Wise, Doris Wise, Secretary-Treasurer.

Witnesses: (S.) Nellie Skinner, (S.) Juanita Landry.  
[fol. 238] STATE OF LOUISIANA,

Parish of Calcasieu:

Before me, the undersigned authority, this day personally came and appeared Nellie Skinner, to me known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, and who, being first duly sworn, on her oath says:

That she subscribed her name to the foregoing instrument as a witness; and that she knows S. W. Plauche, Jr., who signed the said instrument for and on behalf of Thomas Leiter, and that she knows Doris Wise, the person who signed the instrument for and on behalf of The Leiter Minerals, Inc. to be the identical persons described in the aforesaid instrument, and that the said S. W. Plauche, Jr., and Doris Wise, respectively, executed the said instrument in their aforesaid capacities, and that she saw each of the said persons sign the same as their voluntary act and deed,

and that she, the said Nellie Skinner subscribed her name to the same at the same time as an attesting witness.

(S.) Nellie Skinner.

Sworn to and subscribed before me at Lake Charles, Louisiana, on this 24th day of November, A. D., 1952.

(S.) A. L. Plauche, Notary Public, Calcasieu Parish, Louisiana. (Seal.)

[fol. 239] STATE OF LOUISIANA,  
Parish of Plaquemines:

I, the undersigned Clerk of Court and Ex-Officio Recorder of Mortgages and Register of Conveyances in and for this Parish, and State, do hereby certify that I have on this 7th day of January, 1953, duly registered in Conveyance Office Book No. 165, Folio 358, of this Parish, the Act of Confirmation, Ratification & Conveyance by Thomas Leiter to The Leiter Minerals, Inc.

As per act acknowledged before H. R. Ashman, a Notary Public for the County of Aiken, State of South Carolina, on the 27th day of December, 1952.

Given under my hand and seal of office at Pointe-a-la-Hache, Louisiana, this 7th day of January, 1953.

(S.) Edith F. Ansardi, Dy. Clerk of Court and Ex-Officio Recorder of Mortgages.

Be it known by this agreement That on December 21st, 1938, by deed recorded in Plaquemines Parish C. O. B. 92, Folio 468, Thomas Leiter conveyed to the United States of America, the following described property situated in Plaquemines Parish, Louisiana, to-wit:

Part of the fractional Southeast Quarter (frl. SE $\frac{1}{4}$ ) of fractional Section Ten (10); part of the Southeast Quarter of the fractional Northeast Quarter (SE $\frac{1}{4}$  Frl. NE $\frac{1}{4}$ ) and part of the South one-half (S $\frac{1}{2}$ ) of fractional Section Eleven (11); part of the North one-half (N $\frac{1}{2}$ ) and all of the South one-half (S $\frac{1}{2}$ ) of Section Twelve (12); all of fractional Section Thirteen

(13) lying Northwest of Main Pass; all of Section Fourteen (14); part of the North one-half ( $N\frac{1}{2}$ ) and all of the South one-half ( $S\frac{1}{2}$ ) of Section Fifteen (15); part of the Southeast Quarter of the Northeast Quarter ( $SE\frac{1}{4} NE\frac{1}{4}$ ), Part of the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4} NW\frac{1}{4}$ ), and part of the South one-half ( $S\frac{1}{2}$ ) of fractional Section Sixteen (16); part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the fractional Northeast Quarter ( $NE\frac{1}{4}$ ), and part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of fraction Section Seventeen (17); part of the North one-half ( $N\frac{1}{2}$ ), and [fol. 240] all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Nineteen (19), lying Northeast of the 40-arpent Line; part of the North one-half ( $N\frac{1}{2}$ ), and all of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty (20); all of Section Twenty-one (21); all of section Twenty two (22) all of the North one-half ( $N\frac{1}{2}$ ), and all of the fractional South one-half ( $S\frac{1}{2}$ ) of fractional Section Twenty-three (23); lying Northwest of Main Pass; all of fractional Section Twenty-four (24) lying Northwest of Main Pass; all of fractional Section Twenty-six (26), lying Northwest of Main Pass; all of Section Twenty-seven (27); all of Section Twenty-eight (28); the fractional Northeast Quarter ( $NE\frac{1}{4}$ ) of fractional Section Thirty (30), lying Northeast of the 40-arpent Line; the fractional West one-half of the Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4}$ ), and the fractional Northwest Quarter ( $NW\frac{1}{4}$ ) of fractional Section Thirty-two (32), lying Northeast of the 40-Arpent Line; the East one-half ( $E\frac{1}{2}$ ), the East one-half of the West one-half ( $E\frac{1}{4} W\frac{1}{4}$ ), and the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4} SW\frac{1}{4}$ ), of Section Thirty-three (33); the West one-half ( $W\frac{1}{2}$ ), and the fractional East one-half ( $E\frac{1}{2}$ ) of fractional Section Thirty-four (34) lying Northwest of Main Pass: all of the above described lands being in Township Twenty (20) South, Range Nineteen (19) East, of the St. Helena Meridian.

Part of fractional Section Seven (7), lying Northwest of Main Pass, and all of the fractional North one-half ( $N\frac{1}{2}$ ) of fractional Section Eighteen (18) lying



Northwest of Main Pass, all in Township Twenty (20) South, Range Twenty (20) East, of the St. Helena Meridian.

All of Fractional Section Three (3) lying Northwest of Main Pass; all of fractional Section Four (4) lying Northeast of the 40-Arpent Line; and fractional Section Nine (9) lying Northeast of the 40-Arpent Line and Northwest of Main Pass: all in Township Twenty-one (21) South Range Nineteen (19) East, of the St. Helena Meridian.

All of the above described lands being bounded on the Southwest in part by the 40-Arpent Line, or the Northeast boundary of the Radial Sections, bounded [fol. 241] on the southeast in part by the northwest or left bank of Main Pass, and bounded on the north by the south boundary of lands now or formerly owned by the Grand Prairie Levee District and being more particularly described as follows:

Beginning at the Northwest corner of fractional Section 19, T 20 S. R 19 E, thence S  $0^{\circ} 01'$  E 44.15 chs. to a point on the 40-Arpent Line, thence S  $42^{\circ} 47'$  E 5.94 chs., thence S  $41^{\circ} 23'$  E 13.95 chs., thence S  $40^{\circ} 14'$  E 13.95 chs., thence S  $37^{\circ} 27'$  E 13.11 chs. to the intersection of the division line between fractional Sections 19 and 30, T 20 S, R 19 E, with the 40-Arpent Line, thence East 9.76 chs. to the quarter corner between fractional Sections 19 and 30, T 20 S, R 19 E, thence South 12.19 chs. to the 40-Arpent Line, thence S  $40^{\circ} 23'$  E 13.12 chs. thence S  $42^{\circ} 58'$  E 5.48 chs., thence S  $42^{\circ} 58'$  E 8.47 chs., thence S  $44^{\circ} 23'$  E 10.68 chs. to the intersection of the center line of Section 30 T 20 S. R 19 E with the 40-Arpent Line, thence East 14.48 chains along the center line of said Section 30 to the Southeast corner of the NE  $\frac{1}{4}$  of said Section 30, T 20 S, R 19 E, thence North 40 chs. to the Southeast corner of fractional Section 19, T 20 S, R 19 E, thence North 40 chs. to Northeast corner of the SE  $\frac{1}{4}$  of said fractional Section 19 T 20 S, R 19 E, thence East 40 chs. to the center of Section 20, T 20 S, R 19 E, thence South 40 chs. to the Quarter corner between Section 20 and fractional Section 29, T 20 S, R 19 E,

thence East 40 chs. to the Northeast corner of Fractional Section 29, T. 20 S, R 19 E, thence South 80 chs. along the division line between Section 28 and fractional Section 29, T 20 S, R 19 E, to the southeast corner of fractional Section 29, T 20 S, R 19 E, thence East 20 chs. along the division line between Sections 28 and 33, T 20 S, R 19 E, thence South 60 chs. to the Northeast corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 33, T 20 S, R 19 E, thence West 20 chs. to the NW corner of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 33, T 20 S, R 19 E, thence S 0° 01' W 20 chs. to the Southwest corner of said Section 33, T 20 S, R 19 E, thence South 6.24 chs. to a point on the 40-arpent Line, thence S 32° 00' E 11.18 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., thence S 32° 00' E 14.00 chs., [fol. 242] thence S 32° 00' E 14.00 chs., thence S 28° 00' E 13.97 chs., thence S 25° 00' E 4.93 chs., thence S 25° 00' E 9.07 chs., thence S 25° 00' E 14.00 chs., thence S 25° 26' E 14.00 chs., thence S 27° 00' E 14.00 chs., thence S 27° 00' E 10.99 chs., to the intersection of the 40-Arpent Line with the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 22.74 chs. to the point of intersection of the division line between fractional Sections 9 and 10, T 21 S, R 19 E lying Northwest of Main pass with the left bank of Main Pass, thence North 34.68 chs. to the Southeast corner of fractional Section 4, T 21 S, R 19 E, thence East 14.98 chs. along the division line between fractional Sections 3 and 10, T 21 S, R 19 E, lying Northwest of Main Pass, to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 157.71 chs. to the intersection of the division line between fractional Sections 34 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 16.37 chs. to the Southeast corner of Section 27, T 20 S, R 19 E, thence East along the division line between fractional Sections 26 and 35, T 20 S, R 19 E, lying Northwest of Main Pass, 14.41 chs. to the left bank of Main Pass, thence down the left bank of Main Pass with its meanders thereof 241.07 chs. to the intersection of the division line between fractional section 13 T 20 S,

R 19 E and fractional Section 18, T 20 S, R 20 E, lying Northwest of Main Pass, with the left bank of Main Pass, thence North 11.93 chs. along said division line to the Southeast corner of the NE  $\frac{1}{4}$  of said fractional Section 13, T 20 S, R 19 E, thence East 14.49 chs. along the center line of fractional Section 18 T 20 S, R 20 E to the left bank of Main Pass, thence down the left bank of Main Pass, with its meanders thereof 106.38 chs. to an inch and a quarter ( $1\frac{1}{2}$ ") iron pipe embedded in a terra cotta pipe, and supported by a concrete base marked "2" and a U. S. B. S. standard concrete post marked "22, R 20 E, T 20 S., S. 7, SMC 1936" and situate on the left bank of Main Pass in the eastern boundary of fractional Section 7, T 20 S, R 19 E, Northwest of Main Pass; from which iron pipe, U. S. C. & G. S. triangulation station "Main" bears S  $23^{\circ} 22'$  W 25.73 chs. distant, and also from said iron pipe, the intersection of the line between fractional Sections 7 and 18, T [fol. 243] 20 S, R 20 E bears South  $19^{\circ} 17'$  W 57.84 chs. distant; thence from said iron pipe and passing within said fractional Section 7, T 20 S, R 20 E, N  $13^{\circ} 53'$  W 10.63 chs., thence N  $45^{\circ} 08'$  W 10.91 chs., thence N  $72^{\circ} 09'$  W 12.21 chs., thence S  $56^{\circ} 14'$  W 6.85 chs., thence S  $33^{\circ} 01'$  W 6.90 chs., thence N  $77^{\circ} 45'$  W 15.99 chs., thence S  $74^{\circ} 36'$  W 5.83 chs., thence S  $74^{\circ} 31'$  W 8.06 chs. to a point on the division line between fractional Section 7, T 20 S, R 20 E and Section 12 T 20 S, R 19 E, thence passing within Section 12, T 20 S, R 19 E, S  $74^{\circ} 31'$  W 3.73 chs., thence S  $34^{\circ} 38'$  W 10.73 chs., thence S  $71^{\circ} 28'$  W 3.62 chs., thence N  $65^{\circ} 17'$  W 26.26 chs., thence S  $78^{\circ} 36'$  W 11.04 chs., thence S  $78^{\circ} 18'$  W 2.03 chs., thence N  $42^{\circ} 49'$  W 5.20 chs., thence S  $75^{\circ} 49'$  W 26.12 chs., thence S  $39^{\circ} 55'$  W 2.16 chs., to a point on the division line between fractional Section 11 and Section 12, T 20 S, R 19 E, thence passing within said fractional Section 11, T 20 S, R 19 E S  $39^{\circ} 55'$  W 15.39 chs., thence S  $10^{\circ} 43'$  W 13.98 chs., thence N  $88^{\circ} 59'$  W 14.01 chs., thence S  $44^{\circ} 28'$  W 24.58 chs., thence S  $86^{\circ} 36'$  W 22.94 chs., thence N  $83^{\circ} 28'$  W 8.50 chs., thence S  $59^{\circ} 27'$  W 5.79 chs., to a point on the division line between fractional Sections 10 and 11, T 20 S, R 19 E, thence passing within said fractional Section 10,

T 20 S, R 19 E S 59° 27' W 13.82 chs., thence S 67° 01' W 14.56 chs., thence S 67° 02' W 2.06 chs. to a point on the division line between fractional Section 10 and Section 15 T 20 S, R 19 E, thence passing within said Section 15, T 20 S, R 19 E S 67° 02' W 0.16 chs., thence S 66° 55' W 8.76 chs., thence S 40° 03' W 28.64 chs., thence S 75° 16' W 23.94 chs., thence S 20° 27' W 7.30 chs., to a point on the division line between Section 15 and fractional Section 16, T 20 S, R 19 E, thence passing within fractional Section 16, T 20 S, R 19 E S 20° 27' W 2.70 chs., thence S 20° 52' W 6.81 chs., thence S 41° 43' W 21.86 chs., thence N 50° 29' W 22.39 chs., thence N 86° 26' W 13.74 chs., thence N 86° 18' W 14.98 chs., thence N 61° 06' W 19.05 chs., to a point on the division line between fractional Sections 16 and 17, T 20 S, R 19 E, thence passing through said fractional Section 17, T 20 S, R 19 E, N 61° 06' W 6.66 chs., thence S 58° 15' W 18.82 chs., thence S 18° 15' W 21.63 chs., thence S 17° 27' W 2.54 chs., thence S 18° 28' W 6.16 chs., thence S 33° 01' W 7.49 chs. to a point [fol. 244] on the division line between fractional section 17 and Section 20, T 20 S, R 19 E, thence passing within said Section 20 T 20 S, R 19 E, S 33° 01' W 2.07 chs., thence S 32° 59' W 28.40 chs., thence S 72° 28' W 24.82 chs., thence N 52° 58' W 5.47 chs., to a point on the division line between fractional Section 19 and Section 20, T 20 S, R 19 E, thence passing within said fractional Section 19, T 20 S, R 19 E N 52° 58' W 3.35 chs., thence N 52° 59' W 4.87 chs., thence N 52° 58' W 10.88 chs.; thence N 52° 56' W 4.33 chs., thence N. 71° 01' W 47.91 chs., to a point on the division line between Section 18 and fractional Section 19, T 20 S, R 19 E, thence N 89° 56' W 16.02 chs., to the point of beginning being the northwest corner of fractional section 19, T 20 S, R 19 E.

Also, in addition to the lands described above, a tract of land described as follows:

Beginning at the Southeast corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of fractional Section 29, T 20 S, R 19 E, thence passing within fractional Section 32, T 20 S, R 19 E, south 39.99 chains, thence West 9.67 chains to a point



on the 40-Arpent Line, thence N 33° 30' W 3.88 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 35° 00' W 14.00 chs., thence N 39° 39' W 3.06 chs. to the intersection of the division line between fractional Sections 29 and 32, T 20 S, R 19 E, with the 40-Arpent Line, thence along said division line S 89° 59' E 37.86 chs. to the point of beginning.

All of the above described lands contain in the aggregate 8,711 acres, more or less, all in accordance with map or survey of United States Department of Agriculture, Bureau of Biological Survey, dated November 27, 1937, attached hereto.

### III.

The aforesaid deed of December 21, 1938, from Thomas Leiter to the United States of America, contained the following stipulations with respect to ownership of the minerals beneath the above described property:

[fol. 245] subject to certain mineral reservations more fully set out in said deed, which is made part hereof by reference; and,

Whereas, on October 28, 1943, by deed recorded in Plaquemines Parish C. O. B. 112, Folio 479, Thomas Leiter conveyed and transferred unto Humble Oil & Refining Company, all of his rights, titles and interest in and to all of the minerals and mineral rights reserved by him in his said deed of December 21, 1938; and

Whereas, on October 15, 1952, said Thomas Leiter authorized S. W. Plauche, Jr., as his Attorney in Louisiana, to secure the retransfer of all said mineral rights which he had conveyed and transferred unto Humble Oil & Refining Company on all of the above described lands, and authorized his said Attorney to effect the retransfer of all such mineral rights to his nominee, The Leiter Minerals, Inc., a Louisiana Corporation which he authorized his said Attorney to organize; and,

Whereas, under such authority, S. W. Plauche, Jr., his said Attorney, has secured the retransfer of such mineral rights from Humble Oil & Refining Company, and effected the transfer thereof to his nominee, The Leiter Minerals, Inc., and his said Attorney has further caused to be ex-

cuted the designated amount of stock in The Leiter Minerals, Inc., a Louisiana Corporation, to his wife, Marion Oates Leiter, and to his daughter, Mary Victoria Leiter, in consideration of the transfer of such mineral rights to The Leiter Minerals, Inc., as his nominee, [fol. 246] Now, therefore:

Thomas Leiter hereby ratifies the actions of said S. W. Planche, Jr., his Attorney, in the premises, and the transfer of all such minerals and mineral rights to his nominee, The Leiter Minerals, Inc., and he confirms, assigns, conveys and delivers all said minerals and mineral rights which he reserved in his aforesaid deed to the United States of America on December 21, 1938, in and to all the above described lands to The Leiter Minerals, Inc., a Louisiana Corporation, and acknowledges receipt of the issuance of said full paid stock as a valuable and valid consideration for all of the rights transferred and delivered to it.

In witness whereof, the said Thomas Leiter has signed and executed this agreement, in triplicate originals, at Aiken, South Carolina, this 26th day of December, 1952, in the presence of the two subscribing witnesses.

(S.) Thomas Leiter, Thomas Leiter.

Witnesses: (S.) Henrietta Falls, (S.) Beatrice Washington.

#### Affidavit

STATE OF SOUTH CAROLINA,  
County of Aiken:

Before me, the undersigned authority, this day personally appeared Henrietta Falls, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness who being first duly sworn, on her oath says: That she subscribed her [fol. 247] name to the foregoing instrument as a witness, and that she knows Thomas Leiter, the Grantor named in said instrument, to be the identical person described therein, and who executed the same and saw him sign the same as his voluntary act and deed, and that she, the said Henrietta Falls subscribed her name to the same at the same time as another attesting witness.

(S.) Henrietta Falls, Witness.

Sworn to and subscribed before me, this 27th day of December, 1952.

(S.) H. A. Ash, Notary Public in and for County of Aiken, State of South Carolina. My commission expires at \_\_\_\_\_, pleasure of Gov. of S. C.

STATE OF LOUISIANA, PARISH OF PLAQUEMINES, TWENTY-FIFTH JUDICIAL DISTRICT COURT

I, Allen L. Lobrano, Clerk of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, Louisiana—

Do hereby certify that the above and foregoing is a true and correct copy of the petition filed in The Leiter Minerals, Inc. vs. The California Company, et als., No. 3282 of the records of the Twenty-fifth Judicial District Court for the State of Louisiana and Parish of Plaquemines, with all five exhibits as attached thereto and made part thereof;

I do further certify that the five exhibits attached to the said petition in The Leiter Minerals, Inc. v. The California Company, et als. are true and correct copies of original instruments on file in this office, to-wit:

[fol. 248] (a) Instrument executed by Thomas Leiter in favor of the United States of America dated December 21, 1938, recorded in C. O. B. 92, folio 468 of the records of Plaquemines Parish, Louisiana;

(b) Instrument executed by Thomas Leiter in favor of Humble Oil & Refining Company on October 28, 1943, recorded in C. O. B. 112, folio 479 of the records of Plaquemines Parish, Louisiana;

(c) Instrument executed by Humble Oil & Refining Company in favor of Thomas Leiter on November 18, 1952, recorded in C. O. B. 165, folio 346 of the records of Plaquemines Parish, Louisiana;

(d) Instrument executed by Thomas Leiter acting by and through S. W. Plauche, Jr., in favor of The Leiter Minerals, Inc. on November 24, 1952, recorded in C. O. B. 165, folio 351 of the records of Plaquemines Parish, Louisiana;

(e) Instrument executed by Thomas Leiter in favor

of The Leiter Minerals, Inc. on December 26, 1952, recorded in C. O. B. 165, folio 358 of the records of Plaquemines Parish, Louisiana.

In testimony whereof, I have hereunto set my hand and affixed the seal of this said Court, at Pointe-a-la-Hache, Louisiana, on this 7th day of May, in the year of our Lord, One Thousand Nine Hundred and Fifty-four, and in the One Hundred and Seventy-Eighth year of the Independence of the United States of America.

(S.) Allen L. Lobrano, Clerk.

I, Bruce Nunez, Presiding Judge of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, do hereby certify that—Allen L. Lobrano—is the Clerk of said Court, that the same is a Court of Record having probate jurisdiction, and that the signature, Allen L. Lobrano, Clerk, to the foregoing certificate is in the proper handwriting of him, the said Allen L. Lobrano, Clerk; to his official act as such, full faith and credit are due and owing; and I do further certify that his attestation is in due form of law.

Given under my hand, at the City of Pointe-a-la-Hache, on the 7th day of May, in the year of our Lord, One Thousand Nine Hundred and Fifty-four.

(S.) Bruce Nunez, Presiding Judge.

[fol. 249] I, Allen L. Lobrano, Clerk of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, do hereby certify that Bruce Nunez, whose genuine signature appears to the foregoing certificate, is now, and was at the time of signing the same, presiding Judge of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, duly appointed and commissioned and qualified as such, and that said attestation is in due form of law.

Witness my hand and the seal of said Court, this 7th day of May, in the year of our Lord One Thousand nine hundred and fifty-four.

(S.) Allen L. Lobrano, Clerk.



## EXCEPTIONS—U. S. 15(b)

25TH JUDICIAL DISTRICT COURT, PARISH OF PLAQUEMINES,  
STATE OF LOUISIANA

No. 3282

THE LEITER MINERALS, INC.

v.

THE CALIFORNIA COMPANY, ET AL.

Filed December 23, 1953

EXCEPTIONS (Filed May 21, 1954)

Defendants, The California Company and Allen L. Lobrano, hereby except to plaintiff's petition on the following grounds:

(1) That defendants are occupying the subject lands solely under the authority of mineral leases executed by the United States of America as lessor, and defendants are entitled to have, and desire to have, their said lessor made a party hereto, and to be themselves discharged herefrom, all in accordance with the provisions of Article 43 of the Code of Practice; but said [fol. 250] the United States of America is a sovereign, which has not consented to be sued herein.

(2) Alternatively, and with full reservation of all rights under the preceding exception, that the complaint seeks an adjudication of title adversely to the United States affecting lands held and owned by the United States, and admittedly in the possession of the United States through the defendants as its mineral lessees; as such, it is a suit against the United States, which has not consented to be sued herein.

(3) Alternatively, and with full reservation of all rights under the preceding exceptions, that the United States is a necessary and indispensable party for the following reasons:

(a) Defendants are alleged by the complaint to be in possession as mineral lessees of the United States.

and the plaintiff is attempting to obtain against them an adjudication on the title of the United States, without its presence in Court; and no decree respecting such title could be rendered against defendants alone without also vitally and immediately affecting the rights, interest and property of the United States;

(b) Under Louisiana law, where an issue is presented respecting the expiration or non-expiration of a mineral servitude, the conflicting claimants are indispensable parties to such determination, and the United States is here shown by the complaint to be such a claimant;

[fol. 251] (c) The complaint shows upon its face that plaintiff's cause of action depends upon the construction, validity and effect of the contract entered into between its predecessor, Thomas Leiter, and the United States, under which Thomas Leiter reserved the minerals for a limited time; and that the United States now claims ownership of the land and minerals under said contract. Accordingly, no decree can be entered herein construing or affecting the said contract without both parties to same being present before the Court.

(4) Alternatively, and with full reservation of all rights under the foregoing exceptions, that plaintiff's petition states no right or cause of action against either or both of said defendants.

Wherefore, defendants pray that these exceptions be maintained and that plaintiff's suit be dismissed at its cost; and for all general and equitable relief.

(S.) Milling, Saal, Saunders, Benson & Woodward,  
(S.) L. K. Benson, (S.) C. D. Marshall, Attorneys  
for Defendants.

#### Certificate

We hereby certify that the above and foregoing exceptions are filed in good faith and not for purposes of delay.

(S.) C. D. Marshall.

[fol. 252] 25TH JUDICIAL DISTRICT COURT, PARISH OF  
PLAQUEMINES, STATE OF LOUISIANA

No. 3282

THE LEITER MINERALS, INC.

versus

THE CALIFORNIA COMPANY, ET AL.

JUDGMENT ON EXCEPTIONS

Filed: March 23rd, 1954

Plaintiff's petition alleges that on December 21, 1938, in the sale of 8711 acres of land to the United States, Thomas Leiter reserved all of the oil, gas and other minerals and mineral rights in and under said lands; that in 1943 these mineral rights were transferred by Leiter to Humble Oil & Refining Co., and in 1952 the Humble Company retransferred all of these mineral rights to Leiter and Leiter deeded all of these minerals and mineral rights on the lands described in the petition to the plaintiff company.

Plaintiff's petition also alleges that defendants operating under purported mineral leases from the United States are in possession of these minerals and mineral rights and have been producing oil and other minerals in large quantities from the lands described in its petition.

Plaintiff alleges that the minerals and mineral rights reserved in the Leiter sale to the United States in 1938 are imprescriptible by virtue of Louisiana Act 315 of 1940 (R. S. 9:5806), and that plaintiff now owns all of the oil, gas and other mineral rights in and under said lands.

[fol. 253] Petitioner alleges that the United States bought the lands in question subject to the mineral reservation for the sole purpose of establishing a wild life refuge.

Petitioner asked for an accounting from defendants of the total oil, gas and other minerals taken by them from the lands described in the petition and for money judgment for the value of the minerals taken by defendants without right, and ask that defendants be decreed to have been possessors in bad faith of the property involved in this suit.

Defendants excepted on various grounds:

1. That their lessor, the United States, should be made party to this suit, in accordance with La. C. P. 43; but that the United States is a sovereign which has not consented to be sued herein.

2. That the petition seeks adjudication of title adversely to the United States, and therefore this is a suit against the United States, which has not consented to be sued herein.

3. That the United States is a necessary and indispensable party to this suit which involves its title; whether a mineral servitude had expired; that plaintiff's cause of action depends upon construction of a contract with the United States and any judgment in this case would affect the contract without both parties being before the court, and finally, that plaintiff's petition states no right or cause of action against either or both defendants.

Under authority of *State ex rel. Brenner v. Noe*, 186 La. [fol. 254] 102, 171 So. 708, *Richardson v. Liberty Oil Co.*, 143 La., 130, 78 So. 326 *Dreux v. Kennedy*, 12 Rob. 489, *United States v. Lee*, 106 U. S. 196, 27 L. Ed. 171, and *Tindal v. Wesley*, 167 U. S. 204, 42 L. Ed. 137, this Court is of the opinion that under La. C. P. 43, plaintiff may proceed against the defendants alleged to be in possession of the minerals and mineral rights in question as lessees of the United States, because in this case the lessor is the United States, against whom no direct action can be brought. Further, such a suit against individuals to recover possession of real property such as the minerals involved in this case is not a suit against the United States.

Defendants memorandum argues that the minerals reservation in the sale by Leiter to the United States was to terminate on April 1, 1945; that Louisiana Act 315 of 1940 (R. S. 9:5806) only applies to questions of prescription and as Leiter's reservation was expressly limited and restricted to expire April 1, 1945 by the contract which created it, it expired before any question of prescription could arise.

They urge that Act 315 of 1940 is concerned solely with the prescription of ten (10) years for non-user, but has



nothing to do with a contractual limitation of a servitude to a shorter period of time.

The mineral reservation in the Leiter sale to the United States is as follows:

"The Vendor reserves from this sale the right to mine and remove, or to grant to others the right to mine and remove, all oil, gas and other valuable minerals which may be deposited in or under said lands, and to remove any oil, gas or other valuable minerals [fol. 255] from the premises; the right to enter upon said lands at any time for the purpose of mining and removing said oil, gas and minerals, said right, subject to the conditions hereinafter set forth, to expire April 1, 1945, it being understood, however, that the vendor will pay to the United States of America, 5% of the gross proceeds received by them as royalties or otherwise from all oil or minerals so removed from in or under the aforescribed lands, until such time as the vendors shall have paid to the United States of America, the sum of \$25,000, being the purchase price paid by said United States of America for the aforescribed properties.

"Provided, that if at the termination of the ten (10) year period of reservation, it is found that such minerals, oil and gas are being operated and have been operated for an average of at least 50 days per year during the preceding three (3) year period to commercial advantage, then, and in that event, the said right to mine shall be extended for a further period of five (5) years, but that the right so extended shall be limited to an area of twenty-five acres of land around each well or mine producing, and each well or mine being drilled or developed at time of first extension, to-wit: April 1, 1945.

"Provided, that this said right to mine as previously stated shall be further extended from time to time for periods of five (5) years whenever operation during the preceding five (5) year period has been for an average of 50 days per year during this period, and

"Provided that at the termination of the ten (10) year period of reservation, if not extended, or at the

termination of any extended period in case the operation has not been carried on for the number of days stated, the right to mine shall terminate, and complete fee in the land become vested in the United States.

"The reservation of the oil and mineral rights herein made for the original period of ten (10) years and for any extended period or periods in accordance with the above provisions shall not be affected by any subsequent conveyance of all or any of the aforementioned properties by the United States of America, but said mineral rights shall, subject to the conditions above set forth, remain vested in the vendors."

It will be noted that, first, Vendor reserved from the sale the right to mine and remove, or to grant to others the right to mine and remove, all valuable minerals from said lands. This reservation was not for any stated period, [fol. 256] but it is evident that Vendor meant and purchaser understood this mineral reservation was for the full ten year period allowed by Louisiana law, because in the second and fourth paragraphs of this reservation it is interpreted and stated to be "then ten (10) year period of reservation", and in the fifth paragraph of this reservation it is further interpreted and stated as "the reservation of the oil and mineral rights herein made for the original period of ten (10) years \* \* \*".

Obviously Leiter reserved all minerals in the property sold to the United States for the full period of ten (10) years permitted by Louisiana law in 1938. In 1940, by Act No. 315, the Louisiana Legislature made mineral rights so reserved in a sale of land to the United States imprescriptible.

It must be noted in the first paragraph that after the clause making the general mineral reservation there is a semi-colon (;), after which a statement is made that "the right to enter upon said lands" at any time for the purpose of mining and removing oil, or other minerals to expire April 1, 1945. This agreement as to right of entry at any time upon said lands must be distinguished from a mineral reservation. A mineral reservation is a withholding in the vendor of his property or title in whatever oil, gas or other valuable minerals which may be deposited in or

under the lands. A right of entry upon land is an entirely [fol. 257] different matter.

Defendants' memorandum on exceptions (p. 15) states that "Louisiana Act 315 of 1940 (Now R. S. 9:5806) is concerned solely with the prescription of ten years for non-user." Undoubtedly that is the case here.

The Court finds that plaintiff's petition discloses both a legal right of action and a cause of action. Therefore,

It is ordered, adjudged and decreed that the exceptions herein filed by defendants are not well founded in law, and that all said exceptions be overruled.

Judgment read, rendered and signed in open Court at Pointe-a-la-Hache, Louisiana, this 23rd day of March, 1954.

(S.) Bruce Nunez, Judge.

A true copy. (S.) Pauline C. Hebert, Dy. Clerk of Court, Ex-Officio Recorder, etc.

STATE OF LOUISIANA, PARISH OF PLAQUEMINES, TWENTY-FIFTH JUDICIAL DISTRICT COURT

I, Allen L. Lobrano, Clerk of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, Louisiana.

Do hereby certify that the above and foregoing are true and correct copies of exceptions filed in the case of The Leiter Minerals, Inc. v. The California Company, et als, No. 3282 of the records of the Twenty-Fifth Judicial District Court for the State of Louisiana and the Parish of [fol. 258] Plaquemines, and of the opinion and judgment of Court overruling said exceptions:

In testimony whereof, I have hereunto set my hand and affixed the seal of this said Court, at Pointe-a-la-Hache, Louisiana on this 7th day of May, in the year of our Lord, One Thousand Nine Hundred and Fifty-Four, and in the one hundred and seventy-eighth year of the Independence of the United States of America.

(S.) Allen L. Lobrano, Clerk.

I, Bruce Nunez, Presiding Judge of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, do hereby certify that—Allen L. Lobrano—is the Clerk of said

Court, that the same is a Court of Record having probate jurisdiction, and that the signature, Allen L. Lobrano, Clerk, to the foregoing certificate is in the proper handwriting of him, the said Allen L. Lobrano, Clerk; to his official act as such, full faith and credit are due and owing; and I do further certify that his attestation is in due form of law.

Given under my hand, at the City of Pointe-a-la-Hache, on the 7th day of May, in the year of our Lord One Thousand Nine Hundred and Fifty-Four.

(S.) Bruce Nunez, Presiding Judge.

[fol. 259] I, Allen L. Lobrano, Clerk of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, do hereby certify that Bruce Nunez, whose genuine signature appears to the foregoing certificate, is now, and was at the time of signing the same, presiding Judge of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, duly appointed and commissioned and qualified as such, and that said attestation is in due form of law.

Witness my hand and the seal of said Court, this 7th day of May, in the year of our Lord One Thousand Nine Hundred and Fifty-Four.

(S.) Allen L. Lobrano, Clerk.

STATE OF LOUISIANA, PARISH OF PLAQUEMINES,  
TWENTY-FIFTH JUDICIAL DISTRICT COURT

I, Allen L. Lobrano, Clerk of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, Louisiana—

Do hereby certify, that the attached Extract from minutes of Court of Tuesday, March 23, 1954, is a true and correct certified Extract from the minutes of the 25th Judicial District Court for the Parish of Plaquemines, Louisiana.

In testimony whereof, I have hereunto set my hand and affixed the seal of this said Court, at Pointe-a-la Hache [fol. 260] Louisiana on this 18th day of May, in the year of our Lord, One Thousand Nine Hundred and Fifty-Four,



and in the One Hundred and Seventy-Eighth year of the Independence of the United States of America.

(S.) Allen L. Lobrano, Clerk.

I, Bruce Nunez, Presiding Judge of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, do hereby certify that Allen L. Lobrano is the Clerk of said Court, that the same is a Court of Record having probate jurisdiction, and that the signature, Allen L. Lobrano, Clerk, to the foregoing certificate is in the proper handwriting of him, the said Allen L. Lobrano, Clerk; to his official act as such, full faith and credit are due and owing; and I do further certify that his attestation is in due form of law.

Given under my hand, at the City of Pointe-a-la-Hache, on the 18th day of May, in the year of our Lord One Thousand Nine Hundred and Fifty-Four.

(S.) Bruce Nunez, Presiding Judge.

I, Allen L. Lobrano, Clerk of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, do hereby certify that Bruce Nunez, whose genuine signature appears to the foregoing certificate, is now, and was at the time of signing the same, presiding Judge of the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, duly appointed and commissioned and qualified as such, and that [fol. 261] said attestation is in due form of law.

Witness my hand and the seal of said Court, this 18th day of May, in the year of our Lord One Thousand Nine Hundred and Fifty-Four.

(S.) Allen L. Lobrano, Clerk.

EXTRACT FROM MINUTES OF COURT—TUESDAY, MARCH 23RD,  
1954

Pursuant to Adjournment The Court Met:

Present: Hon. Bruce Nunez, Judge; Hon. Rudolph M. McBride, First Assistant District Attorney.

No. 3282

THE LEITER MINERALS, INC.

VS.

THE CALIFORNIA CO. ET AL.

- The Court rendered judgment this day as follows:

It is ordered, adjudged and decreed that the exceptions herein filed by defendants are not well founded in law, and that all said exceptions be overruled.

And the Court was ordered adjourned.

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[fol. 262] IN THE UNITED STATES DISTRICT COURT

OPINION OF THE COURT—Filed June 22, 1954

George R. Blue, United States Attorney, M. Hepburn Many, Assistant United States Attorney, Attorneys for Plaintiff.

S. W. Plauche, Jr., Attorney for The Leiter Minerals, Inc. Milling, Saal, Saunders, Benson & Woodward, Charles D. Marshall, Attorneys for the California Company. Wright, District Judge.

This matter is before the court on motion of the United States for a preliminary injunction against the defendant, Leiter Minerals, Inc., restraining it, pending further proceedings herein, from prosecuting a title suit in the Twenty-Fifth Judicial District Court for the Parish of Plaquemines, Louisiana, against certain mineral lessees of the United States. In that suit Leiter Minerals is claiming ownership of the mineral rights beneath land sold by its predecessor in title to the United States.

On December 21, 1938, the United States acquired from Thomas Leiter a tract of land comprising more than 8,000 acres in Plaquemines Parish, Louisiana. The deed reserved the mineral rights in the land to the vendor with the stipulation that, with certain exceptions not pertinent here, these rights would expire on April 1, 1945. The defendant, Leiter Minerals, Inc., is a Louisiana corporation which [fol. 263] claims to have succeeded Thomas Leiter in title to the reserved mineral interest in the land in suit. Neither Thomas Leiter, Leiter Minerals, Inc., nor any other person acting through or under them has ever conducted any mineral operations of any kind pursuant to the reservation of the mineral rights in the deed to the United States.

On March 1, 1949, the United States executed four oil, gas, and mineral leases covering different portions of the property to Frank J. and Allen L. Lobrano who have conveyed operating rights under the leases to the California Company, a California corporation, which has drilled and completed eighty producing wells on the property. The United States has heretofore received royalty therefrom in excess of \$3,500,000.00. Any interruption in the operation of these wells would, in the event the United States is successful in these proceedings, cause it irreparable damage. Since the date of its acquisition, the United States has also maintained and administered the lands acquired from Thomas Leiter as part of a wild life refuge, thus retaining physical possession of the surface of the land as well as physical possession of the mineral rights by virtue of the mineral operations conducted by its lessees.

The Leiter Minerals, Inc. has filed and is currently prosecuting an action in the Twenty-Fifth Judicial District Court for the State of Louisiana, Parish of Plaquemines, against the California Company and Allen L. Lobrano in their capacity of lessees under the mineral leases executed by the United States, praying that it, Leiter Minerals [fol. 264] be recognized as "the fee simple, true and lawful owner of all of the oil, gas and minerals, and oil, gas and mineral rights in, on and under the land" acquired by the United States by deed from Thomas Leiter. The United States is not a party to the action before the state court.

The United States has instituted the present litigation

before this court against Leiter Minerals, Inc., praying that its title and rights to the minerals beneath the property be quieted, that the various clouds upon the title of the United States in the form of mineral leases executed by the defendant be cancelled, and that an injunction be issued restraining the Leiter Minerals from further asserting or claiming any interest in the said minerals or mineral rights, as well as from the further prosecuting the suit filed by it in the Twenty-Fifth Judicial District Court for the Parish of Plaquemines against the mineral lessees of the United States. The United States also asks for a temporary injunction restraining the prosecution of the action in the Twenty-Fifth Judicial District Court, pending a final determination of the issues here in suit. This opinion covers only the application for a temporary injunction.

The United States contends that the suit brought by Leiter Minerals in the Twenty-Fifth Judicial Court of the Parish of Plaquemines against its lessees is a suit against the sovereign which has not consented to be sued, that, in the present posture of the case, this court has exclusive jurisdiction to determine the ownership of the minerals and [fol. 265] mineral rights in question and, therefore, an injunction should be issued by this court staying the state court proceeding against its mineral lessees. The defendant, Leiter Minerals, contends that its action before the Twenty-Fifth Judicial District Court, since it seeks to determine ownership of mineral rights, is in rem or quasi in rem, and, since the state court by virtue of that suit has acquired jurisdiction over the res, it alone has the right to determine the ownership of the minerals and mineral rights in question. Accordingly, it has filed herein a motion to dismiss or stay these proceedings pending the outcome of the proceedings in the state court.

At the outset it may be well to examine the jurisdiction of this court as to this proceeding. It is properly brought, by the United States as plaintiff, under 28 U. S. C. 1345. It seeks equitable relief in the form of an action to quiet title and to remove clouds on the title of the United States. A federal court has jurisdiction to grant such relief. *Mississippi Mills v. Cohn*, 150 U. S. 202; *Ridings v. Johnson*, 128 U. S. 212; *Humble Oil & Refining Co. v. Sun Oil Co.*, 191 F. 2d 705 (CA 5); *Stricker Land & Timber Co. v.*



*Hogue*, 61 F. Supp. 825; *Manhattan Land & Fruit Co. v. Buras*, 43 F. Supp. 361. The application for an injunction against the state proceeding, however, presents a more difficult problem. 28 U. S. C. 2283 provides that a federal court may not grant an injunction to stay proceedings in a state court except as expressly authorized by an act of Congress, or, where necessary, in aid of its jurisdiction. Even where a federal court may enjoin a state court proceeding, such equitable relief should be granted only when the federal court, "in its sound discretion exercised with the 'scrupulous regard for the rightful independence of state governments which should at all times actuate the federal courts'" is convinced that "the asserted federal right cannot be preserved except by granting the 'extraordinary relief of an injunction in the federal courts.'"<sup>2</sup> Considering that "few public interests have a higher claim upon the discretion of a chancellor than the avoidance of needless friction with state policies,"<sup>3</sup> the usual rule of comity must govern the exercise of equitable jurisdiction in this case."<sup>4</sup> Undoubtedly, one of the highest duties of a federal court sitting in equity is to avoid unseemly conflict of authority between state and federal courts. It is with these principles in mind that this court undertakes a consideration of the application for an injunction against the proceedings in the state court. [fol. 267] In *Beers v. Arkansas*, 20 How. 527, 529, Mr. Chief Justice Taney said, "It is an established principle of jurisprudence in all civilized nations that the sovereign cannot be sued in its own courts, or in any other, without its consent and permission; but it may, if it thinks proper, waive this privilege and permit itself to be made a defendant in a suit by individuals, or by another state." This permission can be granted only by the Congress itself.

<sup>1</sup> *Matthews v. Rodgers*, 284 U. S. 521, 525.

<sup>2</sup> *Railroad Commission of Texas v. Rowan & Nichols Oil Co.*, 311 U. S. 614, 615.

<sup>3</sup> *Railroad Commission of Texas v. Pullman Co.*, 312 U. S. 496, 500.

<sup>4</sup> *Alabama Public Service Commission v. Southern Railway Co.*, 341 U. S. 341, 349.

*United States v. Shaw*, 309 U. S. 495; *United States v. U. S. Fidelity Co.*, 309 U. S. 506; *Minnesota v. United States*, 305 U. S. 382; No officer of the United States has power to confer on any court jurisdiction of a suit against the United States and, even where the United States has intervened in a litigation pending before any court, no affirmative judgment can be rendered against the United States. *Stanley v. Schwalby*, 162 U. S. 255, 270; *Carr v. United States*, 98 U. S. 433, 438; *United States v. Shaw*, supra; *United States v. U. S. Fidelity Co.*, supra. In other words, by intervening in an action the United States does not, and cannot, waive its right not to be sued without its consent for the reason that only Congress itself can give that consent.

Officers or agents of the United States may be sued, however, for possession of property held by them in behalf of the United States. *Land v. Dollar*, 330 U. S. 731; *United States v. Lee*, 106 U. S. 196. Such an action is not one against the United States and, of course, would not be res judicata as against the United States. *United States v. Lee*, supra; *Land v. Dollar*, supra. Where a suit is brought in a state or federal court against officers or [fol. 268] agents of the United States claiming property held by those officers for the United States, the United States may bring its own action in a state or federal court asking the court to adjudicate its ~~claim~~ to title to the property involved in the former suit and is entitled to an injunction staying further proceedings therein. *United States v. Lee*, supra; *Land v. Dollar*, supra; *Land v. Dollar*, 341 U. S. 737; *United States v. Dollar*, 196 F. 2d 551 (CA 9), 193 F. 2d 114 (CA 9), 190 F. 2d 547 (CA 9), 100 F. Supp. 881 (D. C. Calif.), 97 F. Supp. 50 (D. C. Calif.); *Brown v. Wright*, 137 F. 2d 484 (CA 4); *United States v. McIntosh*, 57 F. 2d 573 (D. C. Va.); *United States v. Babcock*, 6 F. 2d 160 (D. C. Ind.); *United States v. Inaba*, 291 Fed. 416 (D. C. Wash.); *United States v. Taylor's Oak Ridge Corp.*, 89 F. Supp. 28 (D. C. Tenn.); *United States v. Cain*, 72 F. Supp. 897 (D. C. Mich.)

The landmark case in which the right to sue a sovereign without its consent is fully considered both in the prevailing opinion as well as in the dissent is *United States v. Lee*, supra. The defendants in that case were military officers

who, acting under orders of the President, took possession of certain land and converted one part into a fort and another into a cemetery. Plaintiff brought the action to eject these officers and to recover possession of the land. The trial court held that the claim of the plaintiff to the land was valid and that the defendants were wrongfully in possession. The Supreme Court affirmed the judgment, holding that the assertion by officers of the government of [fol. 269] their authority to act did not foreclose judicial inquiry into the lawfulness of their action. It further held that the judgment was not *res judicata* against the United States because it was not, and could not, be made a party to the suit. The court, in answering the contention that the United States would be prejudiced by a judgment against its officers, said:

"Another consideration is, that since the United States cannot be made a defendant to a suit concerning its property, and no judgment in any suit against an individual who has possession or control of such property can bind or conclude the government, as is decided by this court in the case of *Carr v. United States*, already referred to, the government is always at liberty, notwithstanding any such judgment, to avail itself of all the remedies which the law allows to every person, natural or artificial, for the vindication and assertion of its rights. Hence, taking the present case as an illustration, the United States may proceed by a bill in chancery to quiet its title, in aid of which, if a proper case is made, a writ of injunction may be obtained."

The suggestion made by the court in *Lee*, that the United States initiate proceedings of its own to quiet its title and to obtain an injunction restraining suits brought against its officers for possession of land held by them for the United States, was used by the United States in the now famous Dollar litigation. In that litigation the Supreme Court held that a suit against individual members of the United States Maritime Commission, asking for possession of certain shares of stock pledged to the United States, was not a suit against the United States. *Land v.*

*Dollar*, 330 U. S. 731. Thereafter, the Court of Appeals for the District of Columbia held on the merits that the Dollars were entitled to possession of the shares. *Dollar* [fol. 270] v. *Land*, 184 F. 2d 245 (CA. D. C.). Subsequently, the United States filed an action to quiet its title to the shares of stock in the District Court for the Northern District of California and asked for a temporary injunction against the Dollars, restraining them from exercising any rights obtained under the judgment of the courts in the District of Columbia. That Court granted a temporary injunction to maintain the status quo, pending a determination of the title claim of the United States. *United States v. Dollar*, 97 F. Supp. 50 (D. C. Calif.) The Court of Appeals for the Ninth Circuit declined to dissolve the temporary injunction, 190 F. 2d 547, and in fact, when the District Court decided the case against the United States on the merits of the title, granted a new injunction of its own to preserve the status quo of the District of Columbia proceeding, pending appeal. 193 F. 2d 114. Thereafter, the Court of Appeals for the Ninth Circuit reversed the District Court, holding that the United States was not estopped by the possession litigation in the District of Columbia against its agents and was entitled to its own day in court. 196 F. 2d 551.

In the meantime, various officers of the United States had been cited for contempt of the Court of Appeals for the District of Columbia for bringing the action in the name of the United States to quiet title and for the injunction in the United States District Court for the Northern District of California. *Land v. Dollar*, 190 F. 2d 623 (CA. D. C.). Upon application to the Supreme Court, the contempt orders were stayed and the Supreme Court recognized in its per curiam that the United States was at that time before the District Court for the Northern District of California litigating its claim of title to the same shares of stock as those involved in the contempt cases which, of course, it had a right to do since it was not a party to the possession proceedings in the District of Columbia.

In the case at bar, in the state court litigation sought to be enjoined here, Leiter Minerals is demanding not only possession of property claimed by the United States,



but title as well. Obviously, under the authority of the *United States v. Lee*, supra, and *Land v. Dollar*, supra, since the United States is not and cannot be made a party to that litigation, the title of the United States to the property cannot be adjudicated therein. Under the same authorities the state court would have the right to determine possession of the property, the judgment therein in no event to be res judicata as to the United States. However, acting on the authority of the *United States v. Lee*, *Land v. Dollar*, and the other cases cited herein, the United States has decided to come into this court under 28 U. S. C. 1345 and ask that its title claim to the property in question be adjudicated; and that pending adjudication the proceedings brought in the state court against its mineral lessees be enjoined. Not only has the United States a right to proceed thusly, but an injunction should be issued to protect the jurisdiction of this court, pending determination of the ownership of the property in suit.

[fol. 272] All the parties necessary to make this determination are before this court. The United States, an indispensable party insofar as the state proceedings seek to adjudicate title to the property, is not before the state court. Consequently, since the state court action cannot settle this contest for ownership of these mineral rights between Leiter Minerals and the United States, further proceedings therein can only impinge on the jurisdiction of this court and confuse the real issues in suit. Moreover, if the state court suit is allowed to proceed to final judgment, the rights of the United States to the property in question will actually be determined "behind its back"<sup>5</sup> for the reason that, since ownership of these mineral rights will turn on an interpretation of a state statute,<sup>6</sup> this court and the appellate federal courts may be required, under *Erie Railroad Co. v. Tompkins*, 304 U. S. 64, to follow that judgment in spite of the fact that the United States is not a party to those proceedings. Furthermore, should the state court proceeding come to final judgment dispossessing the mineral lessees of the United States be-

<sup>5</sup> *Goldberg v. Daniels*, 231 U. S. 218, 222.

<sup>6</sup> La. R. S. 9:5806.

fore the litigation in the federal courts is terminated, inestimable and irreparable damage will result to the United States from the interruption in the operations of its lessees on the premises, in the event the United States is ultimately declared the owner of the property in suit. This contingency can be avoided only by an abatement of the state court action.

[fol. 273] The defendant, Leiter Minerals, relies most heavily on *United States v. Bank of New York Co.*, 296 U. S. 463. In that case the Supreme Court held that the federal court did not have exclusive jurisdiction of the claim of the United States to certain funds of three Russian insurance companies dissolved by the Soviet government in 1918, which funds were in the custody of the state court in New York in connection with proceedings in that court liquidating the insurance companies. The funds were being held subject to appropriate orders of the court providing for their distribution to creditors, policyholders, and other claimants, in accordance with the state insurance laws. The Soviet government claimed ownership of these funds and assigned its claim to the United States, which filed suit in 1933, eight years after the State liquidation proceedings began, in the United States District Court for the Southern District of New York, and sought to enjoin further proceedings concerning the funds in the state court. The judgment of the federal district court, dismissing the complaint and denying a motion for injunction, was affirmed by the Supreme Court on the ground that the state court had first assumed jurisdiction and control of the funds, and that such control was essential to give effect to that court's jurisdiction to protect the rights of claimants in the state court proceeding, none of whom was before the federal court.

The significant points of difference between the Bank of New York case and the present action are many and obvious. In the first place, there the funds or res were in [fo. 274] possession of the state court. The Supreme Court has held on many occasions that in cases involving insurance liquidation proceedings, the marshaling of assets, administration of trusts and estates, and assignments for the benefit of creditors, the court which first obtains possession of the res or funds, has the exclusive right to

determine the disposition of claims against those funds.<sup>7</sup> There is no case, however, from the Supreme Court which holds that the mere filing of a suit claiming ownership of property places that property under the control of the court so that no other court has the right to adjudicate claims against that property. In fact, the decisions seem to be to the contrary. *Markham v. Allen*, 326 U. S. 490; *Mandeville v. Canterbury*, 318 U. S. 47; *Commonwealth Trust Co. v. Bradford*, 297 U. S. 613.

A second point of difference between *United States v. Bank of New York Co.* and the case at bar is that in *Bank of New York*, all the claimants to the insurance fund, possibly hundreds, were before the state court and not before the federal court, whereas here the converse is true. All the claimants to the mineral rights in suit are before this court, and the United States, the party in whose name the record title to the property in question is, not only is not before the state court but cannot be. Nor can the [fol. 275] United States intervene in that proceeding, as suggested in *Bank of New York*,<sup>8</sup> for the reason that to

<sup>7</sup> *United States v. Bank of New York*, supra; *Penn General Casualty Co. v. Commonwealth of Pennsylvania*, 294 U. S. 189; *Riehle v. Margolis*, 279 U. S. 218; *Harkin v. Brundage*, 276 U. S. 36; *Lion Bonding & Surety Company v. Karatz*, 262 U. S. 77; *Palmer v. Texas*, 212 U. S. 118; *Farmers' Loan & Trust Company v. Lake Street Elevated Railroad Co.*, 177 U. S. 51.

<sup>8</sup> In *United States v. Bank of New York Co.*, supra, the court, at page 480, said:

"There is no merit in the suggestion that the United States in presenting its claim in the state proceedings would be compelled to take the position of a defendant, —being sued without its consent. In intervening for the presentation of its claim, the United States would be an actor—voluntarily asse-ting what it deemed to be its rights—and not a defendant. We cannot see that there would be impairment of any rights the United States may possess, or any sacrifice of its proper dignity as a sovereign, if it prosecuted its claim in the appropriate forum where the funds are held."

intervene therein would be to make the United States a defendant along with its mineral lessees,<sup>9</sup> and, of course, the United States cannot be a defendant in any case without the consent of Congress. *Minnesota v. United States*, supra; *United States v. Shaw*, supra; *United States v. U. S. Fidelity Co.*, supra.

The defendant is in a poor position to urge on a court of equity that it should be allowed to continue its suit in the state court which, as has been shown, is in effect a

<sup>9</sup> Leiter Minerals, in its state court complaint, charges:

"On information and belief, petitioner alleges that defendant, Allen L. Lobrano, purported to secure an oil, gas and mineral lease or leases from the United States of America on or about March 1, 1949; and further, on information and belief, petitioner avers that the said defendant, Allen L. Lobrano subleased or assigned the said mineral lease or leases thus acquired by him to defendant, the California Company, but retained or otherwise secured an interest in the nature of a mineral royalty interest in the oil, gas and minerals owned by petitioner and sued for herein.

"Petitioner further alleges that the lands sold and transferred by the said Thomas Leiter to the United States of America were acquired by the United States by the said deed as prepared by it and dated December 21, 1938, for the sole purpose of establishing a game or wild life refuge; and the consideration paid by the United States did not cover the value of any mineral rights on said lands.

"Petitioner desires, and is entitled to, an accounting from defendants of the total amount of oil, gas or other hydrocarbons or other minerals taken or produced by defendants from the property described in paragraph 2; and petitioner is further entitled to a money judgment against the said defendants for the amount and value of the said minerals so taken by defendants without right or legal authority. Defendants, under the law, are and have been possessors in bad faith of the property involved in this suit."



suit against the United States. When Thomas Leiter deeded this property in Plaquemines Parish to the United States for valuable consideration, he was bound to know that if any controversy arose between him and the United States involving that deed, he could not sue the United [fol. 276] States without its consent except for a money judgment in the Court of Claims under the Tucker Act.<sup>10</sup> He was bound to know that he was dealing with a sovereign which, under the law, can choose the court in which to litigate with private citizens. Knowing these facts, neither he nor his successor in title should ask a court of equity to protect them while they sue the United States "behind its back" in a state court where it cannot be made a party.

Judgment accordingly.

New Orleans, Louisiana, June 22, 1954.

(S.) J. Skelly Wright, United States District Judge.

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[fol. 277] IN UNITED STATES DISTRICT COURT

ORDER DENYING MOTION OF DEFENDANT THE LEITER MINERALS, INC. TO DISMISS, ETC.—Filed June 24, 1954

This cause having come on for hearing on the 21st day of May, 1954, on application of plaintiff for a temporary injunction herein against the defendant The Leiter Minerals, Inc., and on motion of defendant The Leiter Minerals, Inc. to dismiss plaintiff's complaint, or alternatively to stay any and all further proceedings;

And the Court having on the 22nd day of June, 1954, filed its written opinion holding that for the reasons therein stated plaintiff is entitled to the relief prayed for:

It is ordered that the motion of defendant The Leiter Minerals, Inc. to dismiss complaint of plaintiff be, and the same is hereby denied.

It is further ordered that the alternative motion of defendant The Leiter Minerals, Inc. to stay any and all further proceedings in this action pending the determination of that certain action filed by the said The Leiter Minerals,

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<sup>10</sup> 28 U. S. C. 1491.

Inc. in the Twenty-fifth Judicial District Court for the Parish of Plaquemines, State of Louisiana, entitled "The Leiter Minerals, Inc. v. The California Company, et al." No. 3282 of the records of said Court be, and the same is hereby denied.

It is further ordered that a temporary injunction be and it hereby is granted unto plaintiff the United States of America, against the defendant, The Leiter Minerals, Inc. [fol. 278] its agents, servants, employees and attorneys, and all persons in active concert or participation with them, restraining them, pending the determination of this action or until the further order of this Court, from prosecuting or attempting to prosecute that certain action filed by said The Leiter Minerals, Inc. in the Twenty-fifth Judicial District Court for the Parish of Plaquemines, State of Louisiana, entitled "The Leiter Minerals, Inc. v. The California Company, et al.", No. 3282 of the records of said Court.

New Orleans, Louisiana, June 24th, 1954.

(S.) J. Skelly Wright, United States District Judge.

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IN UNITED STATES DISTRICT COURT

NOTICE OF APPEAL—Filed July 19, 1954

Notice is hereby given that The Leiter Minerals, Inc. defendant in the above captioned action, hereby appeals to the United States Court of Appeals for the Fifth Circuit from the order or judgment signed herein June 24th, 1954, and entered June 25th, 1954.

Lake Charles, Louisiana, July 14th, 1954.

(S.) S. W. Plauche, Jr., S. W. Plauche, Jr., Attorney for Appellant, The Leiter Minerals, Inc., 303 Pioneer Building, Lake Charles, Louisiana.

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[fol. 279] Cost Bond on Appeal for \$250.00 filed July 19, 1954 omitted in printing.

[fol. 280] IN UNITED STATES DISTRICT COURT

DESIGNATION OF CONTENTS—Filed July 19, 1954

The Leiter Minerals, Inc., the appellant, hereby designates the entire record, proceedings and evidence in this cause to be contained in the record on appeal.

Lake Charles, Louisiana, July 16th, 1954

(S.) S. W. Plauche, Jr., S. W. Plauche, Jr., Attorney for The Leiter Minerals, Inc.

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CERTIFICATE OF SERVICE (omitted in printing)

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[fol. 281] IN UNITED STATES DISTRICT COURT

MOTION TO STAY PROCEEDINGS PENDING APPEAL—Filed July 19, 1954

Now comes The Leiter Minerals, Inc., and with respect moves the Court, as follows, and says that:

1

Mover, contemporaneously with the filing of this motion, has filed and perfected an appeal to the Court of Appeals, Fifth Circuit, from the judgment or order signed by this Honorable Court June 24th, 1954, and entered herein June 25th, 1954. Mover is entitled to such an appeal under the law, and especially Title 28 USCA, Section 1292.

2

Although the appeal of mover is an interlocutory appeal taken from this Court's said order entered June 25th, 1954, granting a preliminary or temporary injunction, the Court of Appeals is not limited solely to that portion of the order or judgment granting the injunction, but the jurisdiction of the Court of Appeals embraces all other parts of the said order or judgment that are basic to and underlie the said injunctive order, including those portions of

the judgment or order denying mover's motion to dismiss or abate the plaintiff's complaint, and mover's alternative motion to stay any and all further proceedings in this action pending the determination of the State Court suit bearing No. 3282 on the docket of the Twenty-fifth Judicial District Court for the Parish of Plaquemines, Louisiana.

[fol. 282]

3

Therefore, in view of the appeal which is contemporaneously being taken and perfected by mover, this Court is without further jurisdiction or power to proceed further in this cause until this case has been decided on the said appeal taken by mover herein.

4

Counsel for the plaintiff herein have advised mover's undersigned counsel that it is the position of the plaintiff herein that it is entitled and desires to proceed further in this cause in this Honorable Court, irrespective of the said appeal now being taken by mover, notwithstanding the fact that upon this appeal being taken and perfected this Court is without jurisdiction and power further to proceed herein.

5

In any event, and alternatively, this Court is entitled to, and should, stay all further proceedings herein until the issues presented by mover's said appeal have been decided by the Court of Appeals. Since the temporary injunction granted by this Court in favor of the plaintiff will not be suspended or affected by the taking of this appeal, neither plaintiff nor any of the other litigants in this cause will be prejudiced in any way. On the contrary, if this Court should proceed further in the present cause pending the said appeal of mover, unnecessary expense and hardship will result not only to mover, but to all other litigants, in [fol. 283] the event the Court of Appeals should reverse this Court's said order or judgment entered on June 25th, 1954.

Wherefore, mover prays that this Court order that it has no further jurisdiction or power to proceed herein



pending the said appeal being contemporaneously taken by mover herein, and that no further proceedings can, or should, be taken by any of the litigants in this cause in this Court pending said appeal; and, alternatively, mover prays that this Court, in its discretion, order that all further proceedings herein be stayed pending the determination of the issues presented in the said appeal by mover.

By mover's attorneys, Plauche and Plauche, By (S.)  
S. W. Plauche, Jr., S. W. Plauche, Jr., 303 Pioneer Building, Lake Charles, Louisiana.

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CERTIFICATE OF SERVICE (omitted in printing)

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[fol. 284] IN UNITED STATES DISTRICT COURT

ANSWER TO DEFENDANT'S MOTION STAYING PROCEEDINGS  
PENDING APPEAL—Filed August 16, 1954

. . . . .

Now comes the United States of America, and in answer to the motion of Leiter Minerals, Inc. for an order that this Court has no further jurisdiction to proceed pending mover's appeal, and, alternatively, for an order staying further proceedings herein pending said appeal, with respect represents:

I

Respondent admits the allegations of Paragraph I of the motion.

II

Respondent admits that the appeal of mover is an interlocutory appeal taken from this Court's order entered June 25, 1954, granting a preliminary or temporary injunction; but respondent denies that the jurisdiction of the Court of Appeals embraces parts of the said order or

judgment other than the portion of the order or judgment granting the injunction.

### III

Respondent denies the allegations of Paragraph III of the motion.

### IV

Respondent admits the allegations of Paragraph IV of the motion except that respondent denies that this Court is without jurisdiction and power further to proceed herein.

[fol. 285]

### V

Respondent denies the allegations of Paragraph V of the motion.

Wherefore the United States of America prays that the motion of Leiter Minerals, Inc. for an order that this Court has no further jurisdiction to proceed pending mover's appeal, and, alternatively, for an order staying further proceedings herein pending said appeal, be dismissed.

(S.) G. R. Blue, George R. Blue, United States Attorney.

CERTIFICATE OF SERVICE (omitted in printing)

IN UNITED STATES DISTRICT COURT

HEARING ON MOTION OF DEFENDANT TO STAY ALL FURTHER PROCEEDINGS, ETC.—August 18, 1954

Wright, J.:

This matter came on this day for hearing on motion of defendant, The Leiter Minerals, Inc., to stay all further [fol. 286] proceedings, etc.

Present: M. Hepburn Many, Asst. U. S. Attorney; Charles D. Marshall, Attorney for The California Co., et

al.; S. W. Plauche, Jr., Attorney for The Leiter Minerals, Inc.;

Thereupon, after hearing argument of counsel, the matter was submitted and the Court took time to consider; counsel to file supplemental briefs by Monday, August 23rd, 1954.

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IN UNITED STATES DISTRICT COURT

ORDER GRANTING MOTION TO STAY PROCEEDINGS—August 24, 1954

• • • • •  
Wright, J.:

This matter came on for hearing on a former day on motion of defendant, The Leiter Minerals, Inc., to stay all further proceedings herein pending appeal from the judgment granting a temporary injunction; and the Court having taken time to consider the arguments and briefs of counsel for both sides,

It is ordered that, as a matter of discretion and in deference to whatever action the Court of Appeals may take on the appeal now pending, further action herein in this Court is stayed during the pendency of the appeal.

J. S. W.

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[fol. 287] IN UNITED STATES DISTRICT COURT

MOTION AND ORDER TRANSMITTING EXHIBITS IN ORIGINAL—  
Filed August 26, 1954

• • • • •  
On motion of S. W. Plauche, Jr., attorney for defendant-appellant, in the above and foregoing matter, and on suggesting to the Court that defendant has taken an appeal from the order entered herein on June 24, 1954, to the Fifth Circuit Court of Appeals that the record reflects a voluminous number of exhibits which were introduced by the parties, and defendant desires these exhibits to be sub-

mitted to the 5th Circuit Court of Appeals in their original form; said exhibits being more fully described as follows:

Photostatic copy of proceedings in "Succession of Joseph Leiter", being No. 1319 of 24th Judicial District Court;

Map attached to photostatic copy of deed by and between Thomas Leiter and the United States executed 12/21/38;

Photostatic copy of proceedings in "Succession of Francis Joseph Lobrano, Jr.," No. 2945, 25th Judicial District Court, Plaquemines Parish;

Photostatic copy of proceedings "In Re: Mrs. Ethel M. Fontenelle, Widow of Francis Joseph Lobrano, Jr. —application for tutrixship, etc.," No. 3027 of 25th Judicial District Court, Plaquemines Parish;

Wherefore, it is ordered that the exhibits heretofore mentioned in the above motion be submitted with the record to the Fifth Circuit Court of Appeals in their original form.

(S.) J. Skelly Wright, United States District Judge.

New Orleans, Louisiana; August 27th, 1954.

Submitted: Plauche and Plauche, By (S.) S. W. Plauche, S. W. Plauche, Jr., Attorney for Defendant-Appellant.

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[fol. 288] Clerk's Certificate to foregoing transcript omitted in printing.



[fol. 289] IN UNITED STATES DISTRICT COURT

**Supplemental Transcript of Record**

. . . . .

[fol. 290]

**EXHIBIT No. 16**

**Agreement**

Know all men by these presents: that

Whereas, simultaneously with the execution of this agreement, Thomas Leiter has executed a conveyance unto Humble Oil & Refining Company, herein represented by L. T. Barrow, its vice President, duly authorized, hereinafter referred to as Humble, of all of the rights which Thomas Leiter acquired or retained in and to the oil and gas by virtue of the reservation made in the sale to the United States of America of certain land in Plaquemines Parish, Louisiana, by a deed dated December 21, 1938, recorded in COB 92, Folio 468, of the Conveyance Records of Plaquemines Parish, Louisiana, the deed to Humble and the deed to the United States of America being made a part hereof by reference for all purposes. The land described in the deed to Humble is hereinafter referred to for the sake of brevity as "the lands":

Now, therefore, Thomas Leiter and Humble have entered into a side agreement in terms as follows, to-wit:

Humble, at its option, may, within one year from date, conduct a survey of "the lands" by means of a gravity meter or seismograph or any other method it may see fit or may be permitted to do by the United States.

On or before one year from this date Humble will notify Thomas Leiter by letter addressed "Thomas Leiter, 21 East Van Buren Street, Chicago 5, Illinois," whether or not it desires to make an application for an oil and gas [fol. 291] lease from the United States on a portion or portions of "the lands" or whether it is no longer interested in "the lands". If Humble is not interested in applying for a lease or leases, then, upon so notifying Thomas Leiter, Humble will then be relieved of all obligations hereunder and upon Thomas Leiter's request, it

agrees to reconvey to him whatever rights it acquired under the deed from Thomas Leiter to it of this date.

If Humble is interested in a portion or portions of "the lands", Humble will before April 1, 1945, file an application with the proper department of the United States for an oil and gas lease, or leases, using reasonable diligence and effort in making said application. The procedure and method of making said application for said lease, or leases, the time for applying therefor, the identity of the portion or portions of "the lands" and the number of acres to be covered thereby being left to the sound discretion of Humble. Humble is hereby granted the right to exercise whatever rights, powers or authority, over the rights this day granted to it in the deed Humble may deem advisable in its efforts to obtain an oil and gas lease from the United States, including the right to convey to the United States the rights acquired in said deed. It is recognized by Thomas Leiter that in spite of Humble's diligent efforts Humble may not be successful in obtaining a lease from the United States, and therefore he releases Humble from any and all liability in the event Humble should be unsuccessful [fol. 292] in obtaining such a lease.

Should Humble be successful in obtaining an oil and gas lease or leases from the United States covering any portion or portions of "the lands", pursuant to any application filed before April 1, 1945, it agrees that it will convey to Thomas Leiter, his heirs and assigns, the equal  $1/48$  part of all oil which may be produced and saved by Humble, its successors and assigns, from the portion or portions of "the lands" covered by said lease or leases, delivery of such oil to be made free of cost to the credit of Thomas Leiter into storage tanks by him provided or into the pipe line to which the wells on said premises may be connected. On dry gas or casinghead gas when marketed from said premises, Thomas Leiter shall be paid the  $1/48$  part of the net proceeds at the wells derived therefrom; and on casinghead gas or other gaseous or vaporous substances produced from said premises and utilized by Humble in the extraction of gasoline, Thomas Leiter shall be paid  $1/48$  part of the current market value at the wells of the casinghead gas or other gaseous or vaporous substances so utilized, and Humble shall not be required to make settle-

ment with Thomas Leiter therefor until Thomas Leiter shall have executed and delivered to Humble the form of casinghead division order then in use by Humble covering the casinghead gas so utilized. Fuel oil and gas for operating the premises and for treating and handling products therefrom (and the proportionate part of fuel oil and [fol. 293] gas consumed in a central plant, should this lease or leases be operated jointly with other premises through the use of such plant) shall be deducted before said royalties on oil and gas are computed. It is expressly agreed that neither Humble, nor its successors and assigns, shall be under any obligation against its or their will, either to preserve the lease or leases by rental payment, or to operate on said premises for the discovery, development or production of oil or gas, but all such rental payments and operations, and the extent and duration thereof, as well as the preservation of the leasehold or leaseholds, shall be solely at the will of Humble, its successors and assigns.

Thomas Leiter agrees that if he owns an interest, in the rights this day conveyed by deed to Humble, less than the entire and undivided interest, then, the overriding royalty herein provided for shall be payable to Thomas Leiter in the proportion which his interest in said rights bears to the entire and undivided interest.

Humble shall retain the right and power at its option, insofar as the overriding royalties herein provided for may be affected, to pool or combine the acreage covered by the lease or leases or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Humble's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of the Conservation Commission of Louisiana or other State or Federal authorities, or when to do so would, in the judgment of [fol. 294] Humble, promote the conservation of the oil and gas in and under and that may be produced from said premises, such pooling to be into a unit or units at least as large as may be required or permitted by the lease or leases or any rule or regulation of the State or Federal authorities, or in the absence of any designated size, then into such unit or units as Humble may deem most advan-

tageous for the proper conservation of oil and gas, and the proper development of the premises. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in the lease or leases. In lieu of the overriding royalties herein provided for, Thomas Leiter shall receive on production from a unit so pooled only such portion of the overriding royalties stipulated herein as the amount of the acreage covered by the lease or leases from the United States placed in the unit bears to the total acreage so pooled in the particular unit involved. The pooling privileges retained by Humble shall extend to Humble, its heirs, successors, legal representatives and assigns.

If, due to some Federal restriction or order, Humble is unable to legally pay overriding royalty as above set forth, Thomas Leiter waives any claims against Humble because of failure to pay said royalty during the time such restriction or order is effective; provided, however, that Humble shall at all times pay to Thomas Leiter on oil, dry gas or casinghead gas produced from said premises the [fol. 295] maximum amount of royalty permitted by the United States to be paid by Humble to said Thomas Leiter, which said overriding royalty shall, however, in no event exceed 1/48.

Done and signed by Thomas Leiter at Cheyenne, State of Wyoming, on this 28th day of October, 1943.

(S.) Thomas Leiter.

Witnesses: (S.) Mildred Boyer, (S.) Grace Wiley.

Done and signed by Humble Oil & Refining Company at Houston, Texas, on this 8th day of November, 1943.

Humble Oil & Refining Company, By: (S.) L. T. Barrow, Vice President.

Witnesses: (S.) J. S. Clarke, (S.) Joanna Keith.

STATE OF WYOMING,  
County of Laramie, ss.:

Before me, the undersigned authority, on this day personally appeared Thomas Leiter, who, being duly sworn,



on his oath deposes and says: That he executed the foregoing instrument for the purposes and consideration therein expressed and as his own free act and deed.

[fol. 296] Given under my hand and seal of office this 28th day of October, 1943.

(S.) Grace Wiley, Notary Public.

Comm. expires 3/18/47.

**THE STATE OF TEXAS,  
County of Harris:**

Before me, the undersigned authority, on this day personally appeared L. T. Barrow, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Humble Oil & Refining Company, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity stated, and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 8th day of November, A. D., 1943.

(S.) Margaret Lanford, Notary Public in and for Harris County, Texas.

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[fol. 297] Clerk's Certificate to foregoing transcript omitted in printing.

[fol. 298] **Proceedings in the United States Court of  
Appeals for the Fifth Circuit**

No. 15276

**THE LEITER MINERALS, INC.,**

**versus**

**UNITED STATES OF AMERICA, ET AL.**

**ARGUMENT AND SUBMISSION—January 27, 1955**

On this day this cause was called and, after argument by S. W. Plache, Jr., Esq., for appellant, and Eugene D. Saunders, Esq., M. Hepburn Many, Esq., Assistant United States Attorney, and Perry W. Morton, Esq., Assistant Attorney General, for appellees, was submitted to the Court.

[fol. 299] **IN THE UNITED STATES COURT OF APPEALS FOR THE  
FIFTH CIRCUIT**

No. 15276

**THE LEITER MINERALS, INC., APPELLANT,**

**versus**

**UNITED STATES OF AMERICA, ET AL., APPELLEES.**

**Appeal from the United States District Court for the  
Eastern District of Louisiana**

**OPINION—June 30, 1955**

Before Holmes and Borah, Circuit Judges; and Dawkins,  
District Judge.

Borah, Circuit Judge: This is an action by the United States of America to quiet its title to the minerals and mineral rights which underlie certain lands in Plaquemines Parish, Louisiana; to cancel and have removed as clouds on that title the instruments evidencing appellant's

claimed ownership of the same property; and as incidental [fol. 300] thereto, to enjoin the prosecution of a petitory action now pending in the district court for Plaquemines Parish, brought by the appellant in this suit against Allen L. Lobrano, a mineral lessee of the United States, and The California Company which has an operating agreement with the Government's lessee, to establish its asserted claim of title to, and right to possession of, the minerals under the land in suit.

This appeal is from an interlocutory order granting a preliminary injunction restraining the appellants, their agents, principals, and all other persons whomsoever acting with them from prosecuting or attempting to prosecute its title suit in the State court pending the determination of this action; and also, from those parts of the same order denying appellant's motion to dismiss or alternatively to stay all further proceedings in the Federal court.

While we believe that the right of appeal is conferred only in respect to that portion of the order which granted the preliminary injunction<sup>1</sup> it is not our understanding that we are authorized to consider only the injunctive phase of the order, but that we may and should also examine that portion of the interlocutory order denying the motion to dismiss or stay, although normally such denial would be appealable only after a final decree. *Deckert v. Independence Corp.*, 311 U. S. 282. Appellant's motion sought to dismiss this action or to stay proceedings in it until the State court suit had been determined, on [fol. 301] the ground that the State court had previously assumed jurisdiction of the controversy and of the property involved. For the reasons hereinafter set forth we hold that this motion was correctly denied.

The complaint alleges that, pursuant to a contract of purchase and sale of March 14, 1935, between the United States and the executors and trustees of the Estate of Joseph Leiter, Thomas Leiter, as heir of Joseph Leiter, on December 21, 1938, conveyed to the United States approximately 8,711 acres of land in Plaquemines Parish, Louisiana. The deed contained a mineral reservation identical

<sup>1</sup> 28 U. S. C. §1292(1).

to that contained in the earlier agreement of March 14, 1935. The text of the mineral reservation is set forth in full in the complaint and the following is a summary of its provisions: The vendor reserved until April 1, 1945, the right to mine and remove all oil, gas and other valuable minerals; provided, that if for three years prior to April 1, 1945, mineral operations were conducted to commercial advantage for an average of at least 50 days per year, the mineral rights were to be extended for a further period of five years, but the right so extended would be limited to an area of twenty-five acres around each well producing or being drilled or developed on April 1, 1945. This right to mine as previously stated was to be further extended for additional periods of five years whenever operations during the preceding five years had been on an average of 50 days per year during this period. It was further provided that "at the termination of any extended period in case [fol. 302] the operations has not been carried on for the number of days stated, the right to mine shall terminate, and complete fee in the land become vested in the United States." After setting forth these facts the complaint alleges that no mineral operations within the meaning of the reservation were ever conducted on the land by the vendor or the appellant or anyone acting under or through them. Then follow the allegations that on March 1, 1949, the United States executed mineral leases covering portions of the property conveyed to it by Leiter to Frank J. and Albert Lobrano; that the Lobranos conveyed the operating rights under the leases to The California Company; that The California Company has drilled and completed 80 producing wells on the property, has produced and is now producing oil and gas in large quantities and that the United States has heretofore received more than \$3,500,000 in royalties. Continuous physical possession of the land by the United States since the date of its acquisition and of the minerals through its lessees are also set forth. The complaint further alleges that The Leiter Minerals, Inc., appellant herein, is wrongfully claiming to be the owner of the minerals beneath the property and has caused to be recorded certain instruments constituting clouds upon the title of the United States. It then sets forth the institution and nature of the action filed by ap-



pellant in the district court of Plaquemines Parish and states that the United States is entitled to have its title to the mineral rights quieted as against any claims of appellant and the clouds upon its title removed.

[fol. 303] We have no misgivings as to the sufficiency of the complaint and believe that the appellee is on firm ground in contending that in this suit, wherein the United States is plaintiff, the district court under the clear provisions of the statute (28 U. S. C. § 1345) became vested with exclusive jurisdiction to determine the title of the United States to the mineral rights claimed by appellant. All the parties necessary to make this determination were before the court and the court had jurisdiction to grant the relief prayed. *Humble Oil & Refining Co. v. Sun Oil Co.*, 5 Cir., 191 F. 2d 705.

In the state court action appellant as successor to Thomas Leiter claimed that it was the owner of all the minerals and all the mineral rights in, on, or that may be under the lands conveyed to the United States by Leiter by virtue of the mineral reservation contained in that deed. Obviously the controversy as to title is between the appellant and the United States, not between the appellant and the Government's mineral lessees, and from this it follows that the United States is an indispensable party. The appellant can obtain effective relief with respect to title only against it. But the United States is not a party, and because of its sovereign immunity from suit it cannot be made one without its consent, which it withholds. *Minnesota v. United States*, 305 U. S. 382; *Naganab v. Hitchcock*, 202 U. S. 473; *Louisiana v. Garfield*, 211 U. S. 70; *Stanley v. Schwalby*, 162 U. S. 255. Furthermore, the United States cannot lawfully intervene in the pending state court action as a party defendant as appellant argues it can and must because no [fol. 304] officer or agent of the United States has the power or authority to litigate the title of the United States in the state court action. *United States v. Shaw*, 309 U. S. 495; *United States v. U. S. Fidelity & Guaranty Co.*, 309 U. S. 506; *Stanley v. Schwalby*, *supra*; *Carr v. United States*, 98 U. S. 433.

The decision in *United States v. Bank of New York & Trust Co.*, 296 U. S. 463, upon which appellant strongly relies does not run counter to the views which we have ex-

pressed, because there, the Government had filed suit in the Federal court to assert its claim to a fund in the possession of "stakeholders" or "depositories" of the state court, and the Supreme Court, in affirming the dismissal of the Government's suit, simply held, in effect, that the United States should proceed by intervention in the State court action to distribute the fund since "the United States would be an actor voluntarily asserting what it deemed to be its rights—and not a defendant." 296 U. S. 463, 480.

The rule as to *in rem* actions which appellant invokes is predicted upon principles of comity between State and Federal courts of concurrent jurisdiction,<sup>2</sup> and it has no application here because the District Court, wherein the United States is plaintiff, has exclusive jurisdiction to determine the title of the United States to the minerals and mineral rights claimed by the appellant.

In the light of the foregoing, we hold that the District Judge, under the applicable statute (28 U. S. C. § 2283), [fol. 305] was right in concluding that a preliminary injunction should issue to preserve the status quo in order to prevent irreparable injury, and we adopt and quote with approval the following from his published opinion:<sup>3</sup> "... should the state court proceeding come to final judgment dispossessing the mineral lessees of the United States before the litigation in federal courts is terminated, inestimable and irreparable damage will result to the United States from the interruption in the operations of its lessees on the premises, in the event the United States is ultimately declared the owner of the property in suit. This contingency can be avoided only by an abatement of the state court action." See *United States v. McIntosh*, 57 F. 2d 573, 580.

The order appealed from is affirmed.

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<sup>2</sup> See *Covell v. Heyman*, 111 U. S. 176, 182.

<sup>3</sup> *United States v. The Leiter Minerals, Inc., et als.*, 127 F. Supp 439, 444.

[fol. 306] IN UNITED STATES COURT OF APPEALS

THE LEITER MINERALS, INC.,

versus

UNITED STATES OF AMERICA, ET AL.

JUDGMENT—June 30, 1955

This cause came on to be heard on the transcript of the record from the United States District Court for the Eastern District of Louisiana, and was argued by counsel;

On consideration whereof, It is now here ordered and adjudged by this Court that the order of the said District Court appealed from in this cause be, and the same is hereby, affirmed.

[fols. 307-314] Petition for rehearing covering 8 pages filed omitted from this print.

It was denied, and nothing more by order.

[fol. 315] IN UNITED STATES COURT OF APPEALS

[Title omitted]

ORDER DENYING REHEARING—October 14, 1955

It is ordered by the Court that the petition for rehearing filed in this cause be, and the same is hereby, denied.

[fol. 316] Clerk's Certificate to foregoing Transcript omitted in printing.

[fol. 317] SUPREME COURT OF THE UNITED STATES

[Title omitted]

ORDER ALLOWING CERTIORARI—Filed February 27, 1956

The petition herein for a writ of certiorari to the United States Court of Appeals for the Fifth Circuit is granted.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

(9084-5)